

**Board of Directors' January Meeting Minutes
Oakleaf East POA**

**Oakleaf Village Amenity Center Club House 370 Oakleaf Village Parkway
Orange Park, FL 32065
6:30 PM Jan. 06, 2020**

I. Call to Order

Meeting called to order at 6:35PM by Robert Patton and a quorum was established by the attendance of Robert Patton (President), Kimberly Farrell (Treasurer/Sec.), and Rosemary Pack (Vice President)

II. Adoption of the Current Agenda

Motion to adopt the agenda with no changes as posted by Robert Patton. Robert Patton made the motion to approve as written, seconded Kimberly Farrell and unanimously approved.

III. Unfinished Business and Adoption of the December Meeting's Minutes

The Annual BOD meeting minutes recommended for adoption by the motion from Robert Patton, Seconded by Kimberly Farrell and unanimously approved.

IV. Financial Update

Kimberly Farrell gave the financial update. 78% have paid the 2020 annual assessment. Kimberly completing year-end financials.

V. Committee Discussions (CEC, ARB, Welcome)

Welcome committee – Nothing to report. Scheduling meeting for Q4 new residents.
ARB Committee - One Meeting held in December
Fines Committee – No December Activity

VI. POA Physical Location Update

Plans and permitting are in process.

VII. Homeowner Fines/Attorney Demand Recommendations

There are approximately 25 under review from the October/November time-frame.

VIII. Policy and Regulations Document Discussion/Adoption

Nothing discussed

IX. Collected Fines Appeals

1938 Woodworth Dr – Dead Grass. Owners have now moved back in. On hold until Spring. Will review for reduction after the issue is fully resolved
2909 Piedmont Manor Dr – Landscape concerns resolved. Collected amount reduced to \$100.00
3925 Pebblebrooke Circle – Sodded. Collected amount reduced to \$100.00 per violation.
753 Bellshire Dr – have sodded and painted. Collected amount reduced to \$100.00 per violation.

X. Community Standards Compliance Update

Letters continue to be sent for compliance issues

XI. New Business

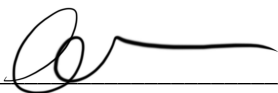
None

XII. Owners Comments (Time Permitting)

Owner comments regarding office completion, partial fence repairs, and the necessity to request ARB Approval prior to work being performed.

XIII. Adjournment - 7:08 PM

Adopted _____



Date 01/06/2020

**Robert Patton
President, OakLeaf East POA**

Oakleaf Plantation East POA Board of Directors
Meeting Minutes
6:30pm – Feb 3, 2020

1. Call to order and Established Quorum

Meeting called to order at 6:35PM by Robert Patton and a quorum was established by the attendance of Robert Patton (President), Rosemary Pack (Vice President), Kimberly Farrell (Treasurer).

2. Agenda Additions, Deletions & Adoption / Approval of Minutes

Motion to adopt the agenda with no changes as posted by Robert Patton. Robert Patton made the motion to approve as written and seconded by Kimberly Farrell. Unanimously approved.

3. Unfinished Business and Adoption of the February Meeting's Minutes

The February BOD meeting minutes recommended for adoption by the motion from Robert Patton and Seconded by Kimberly Farrell. Unanimously approved.

4. Financial Update

Kimberly Farrell gave the financial update. 92.79% paid already for 2020 as of today. **Last year at this time it was 87.09%. There are 153 people outstanding.**

5. Welcome Committee Discussion

None

6. Homeowner Fines/Attorney Demand Recommendations

Sixteen fines are with legal. Ten are scheduled to be paid in full this year.

7. Fines Appeal Discussion

- a. 3015 Whispering Willow Way – Fence has been moved from easement. Homeowner ensures it will remain correct. Reduced fine to 100.00.
- b. 3375 Highland Mill – Garbage can will remain in back. Fine reduced to 100.00 subject to no further reoccurrence.
- c. 3829 Cardinal Oaks Circle – Painting has been completed and grass replaced. Fines have been reduced to 200.00 (100.00 x 2). New owners to maintain.
- d. 3452 Worthington Oaks – stucco damage. Outstanding work orders need to be paid. Fines reduced to 100.00.

8. Community Standards Compliance Update

- a. 1352 Akron Oaks – tree had to be cut down. Robert Patten and homeowner researching solutions/alternate tree for replacement. Homeowner would like to repaint with gray color used at 1363 Akron Oaks.
- b. 351 Brier Rose has re-sodded.
- c. 1760 Canopy Oaks has re-sodded and replaced shrubs.


9. New Business

3351 Highland Mill Ln – 3 large pit bull dogs attacked an adjacent neighbor. Victim spent night in hospital. Dogs are with Animal Control. Motion made to adopt the written resolution attached to be sent to Ansbacher regarding the animals.

10. Adjournment

7:14 Adjournment

Adopted



Robert Patton - President

3/2/20

Oakleaf East POA Board of Directors

Meeting Minutes

6:30PM – June 1, 2020

I. Call to Order and Establish Quorum

Meeting called to order at 6:32PM by Robert Patton. Quorum was established by the attendance of Robert Patton (President), Rosemary Pack (Vice President), Kimberly Farrell (Treasurer).

II. Adoption of the Current Agenda

Motion to adopt the agenda with no changes as posted by Robert Patton. Robert Patton made the motion to approve as written. Seconded by Kimberly Farrell. Unanimously approved.

III. Unfinished Business and Adoption of the March Meeting's Minutes

No unfinished business

IV. Financial Update

Kimberly Farrell provided financial update. Nothing has been sent to collections. Most homeowners have paid.

V. Committee Discussions (CEC, ARB, Welcome)

ARB received 96 requests for approval in May.

CEC – no report

Welcome Committee – no report. Has become inactive?

VI. POA Physical Location Update

Robert Patton reported that the ceiling is in. Once ductwork is complete space will be painted. Sign is ready for installation.

VII. Homeowner Fines/Attorney Demand Recommendations

None

VIII. Policy and Regulations Document Discussion/Adoption

None

IX. Fines Appeals

Keith Davis, 3187 Stonebrier Ridge advised repaint pending. Covid has caused delay.

Rivera – 3163 Stonebrier Ridge – sod needs to be replaced

X. Community Standards Compliance Update

Letters continue to be sent out

XI. New Business

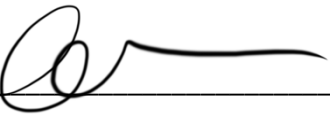
No new business

XII. Owners Comments (Time Permitting) –

Kay Thompson – 3179 Stonebrier Ridge - had questions re signage in the neighborhood. She has been referred to CDD.

XIII. Adjournment

6:53PM adjournment


_____ Adopted 08/03/20

Robert Patton - President

Oakleaf Plantation East POA Board of Directors

Meeting Minutes

6:30PM – August 3, 2020

I. Call to Order

Meeting called to order at 6:32PM by Robert Patton. A quorum was established by the attendance of Robert Patton (President), Rosemary Pack (Vice President) and Kimberly Farrell (Treasurer)

II. Adoption of the Current Agenda

Motion to adopt the agenda with no changes as posted by Robert Patton. Robert Patton made the motion to approve as written. Seconded by Kimberly Farrell. Unanimously approved.

III. Unfinished Business and Adoption of the June Meeting's Minutes

June BOD meeting's minutes recommended for adoption as recorded by R Patton, seconded by K Farrell, unanimous vote in favor.

IV. Financial Update

Kimberly Farrell presented financial update. In September all dues not paid will be forwarded to collections.

V. Committee Discussions (CEC, ARB, Welcome)

ARB approved approximately 60 requests in July

Welcome Committee – no report

CEC – no report

VI. POA Physical Location Update

Robert Patton reported that we should have the occupancy certificate by the end of the week. We will need to arrange for cleaning the location. If someone is hired, they are required to have liability insurance.

VII. Homeowner Fines/Attorney Demand Recommendations

Robert Patton advised that there are homeowners who have not paid fines. These will be sent to attorneys.

VIII. Policy and Regulations Document Discussion/Adoption

None

IX. Fines Appeals

3145 Bridgestone Ct – will be replacing all sod. Reduce collectible fine to \$100.00 pending no additional occurrence motion by R Patton, seconded by R Pack, unanimous vote in favor.

Will be breaking fines appeals into smaller groups for manageability.

X. Community Standards Compliance Update

Letters continue to be sent

XI. New Business

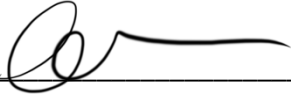
No new business

XII. Owners Comments (Time Permitting)

Mr. Davis volunteered to join a committee if needed

XIII. Adjournment

Meeting adjourned 6:49PM


_____ Adopted 9/13/2020

Robert Patton - President

Board of Directors' September Meeting Minutes

Oakleaf East POA

Orange Park, FL 32065

2:00 PM – September 13, 2020

I. Call to Order

Robert Patton (President) called the meeting to order at 2:09PM.

II. Adoption of the Current Agenda

Robert Patton presented the agenda for approval. Kimberly Farrell (Treasurer) seconded. Unanimously approved.

III. Unfinished Business

No unfinished business

IV. Financial Update

No update

V. Committee Discussions (CEC, ARB, Welcome)

No committee members present with updates

VI. POA Physical Location Update

We are in possession of the site as work completes.

VII. Homeowner Fines/Attorney Demand Recommendations

Letters continue to be sent

VIII. Policy and Regulations Document Discussion/Adoption

None

IX. Fines Appeals

1894 Oakchime Dr – Ms. Howard was present with photos of work completed on her lawn and update on lawn service. She has taken steps to resolve the problem and prevent reoccurrence. Collectible portion of fine reduced to \$100.00 pending no future reoccurrence with motion from R Patton, seconded by Rosemary P and voted unanimously in favor.

X. Community Standards Compliance Update

XI. New Business

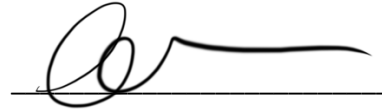
Contract was presented for Kimberly Farrell to be hired as board employee. Robert Patton proposed adoption of the two-year contract. Rosemary Pack (Vice President) seconded.

Unanimously approved with Kimberly abstaining from the vote. Kimberly Farrell then resigned as treasurer. Position is now open.

XII. Owners Comments (Time Permitting)

No comments

XIII. Adjournment – meeting adjourned 2:37PM

 Adopted Oct 5, 2020

Robert Patton - President

Board of Directors' October Meeting Minutes

Oakleaf East POA 518 HollyBerry Ln Ste 108
Orange Park, FL 32065

630pm – Monday, October 5, 2020

I. Call to Order

Robert Patton (President) called the meeting to order at 6:28pm.

II. Adoption of the Current Agenda

Robert Patton presented the agenda for approval. Rosemary Pack (Vice President) seconded the motion. It was unanimously approved.

III. Unfinished Business

No unfinished business. Minutes adopted including employee contract for K Farrell. There was discussion regarding open position. Candidates will be receiving questions via email to submit to board.

IV. Financial Update

Kimberly Farrell provided past due summary. Of the 51 total 8 are long term. 4 are either forced cuts or new residents. Some are on hold pending completion of work. List will have final review and updates will be made. Completions to be removed and the remainder will be billed as necessary.

V. Committee Discussions (CEC, ARB, Welcome)

CEC Committee – No Recent or Scheduled Meetings

ARB Committee continue to review applications. Shaunah Esteves managing most administrative duties for committee. Typically requests for information will receive copy of guidelines to simplify the process.

Welcome Committee is on hold as most members have moved. They are regrouping and revising plan on providing information to new homeowners. Ultimate goal will be to contact as close to move in as possible.

Festivities Committee being formed to manage holiday decorations. Motion made by R Patton, seconded by R Pack, unanimous vote in favor of creating and seeding the budget for the new committee. Lauren Davis will chair the committee. Board will provide an initial budget of \$5000.00 for decorations and BOD will review plans before completion. Lauren has interest and will create committee. Plan to begin with 2020 holiday decorations.

VI. POA Physical Location Update

We are in possession of the site as work completes. Some work still outstanding. Committee and BOD meetings are held at the new offices currently.

VII. Homeowner Fines/Attorney Demand Recommendations

Letters continue to be sent. Motion made by R Patton to send 3895 Pebble Brooke Cr to mediation due to continued non-compliance. Motion seconded by Rosemary P, unanimous vote in favor.

VIII. Policy and Regulations Document Discussion/Adoption

The board will look at options to create a tickler file for violation letters. Should there be a committee to review or are there other options to follow up. What time frame should be set for follow up? We will look at the possibility of creating a committee to review so they are independent of the board.

IX. Fines Appeals

Rivera – 3163 Stonebrier Ridge has re-sodded. Collectible amount has been reduced to 100.00 pending no further issues.

Ali – 1938 Woodward Dr is completing work. Weather has delayed. Agreed to have all work done by November 2 board meeting.

Patricia White and Saundra Howard are still pending payment. Both have collectible amount reduced pending no re-occurrence from previous meetings.

X. Community Standards Compliance Update

XI. New Business

Applicants for open position will be sent questions to return with resume for consideration.

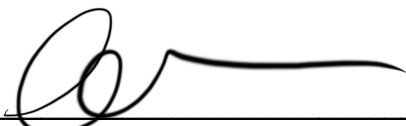
XII. Owners Comments (Time Permitting)

What is the status of the roof tarp in Waverly? They continue to work with insurance.

3209 Wandering Oaks fence was questioned. We will review.

Neighbor's tree that is impacting your property can be trimmed but only so as not to damage tree. Please be mindful of how much yard waste AD will collect. Cut branches into 4 feet long pieces or pay trimmer to haul away.

XIII. Adjournment – meeting adjourned 7:45pm



Robert Patton - President

Nov. 2, 2020

Oakleaf Plantation Property Owners Association, Inc.
Employment Agreement

This Employment Agreement ("Agreement") is made and entered by and between **Oakleaf Plantation Property Owners Association, Inc.**, whose mailing address is P.O. Box 440549, Jacksonville, Florida 32222, hereinafter referred to as the "Association," and **Kimberly Farrell**, whose mailing address is 1016 Drakefeather Drive, Orange Park, Florida 32065, hereinafter referred to as "Employee," on the 13 day of September, 2020. Collectively the Association and Employee hereinafter shall be referenced as Parties and separately as a Party, as applicable.

Whereas the Association is a homeowners association as defined by Chapter 720 of the Florida Statutes and is governed by a Board of Directors ("Board"); and

Whereas the Association desires to engage the services of the Employee, and the Employee desires to render such services to the Association on the terms and conditions described herein.

Now, therefore, the Parties, for the consideration herein specified, agree as follows:

1. Term

- A. The Association, in consideration of the promises herein made by Employee, hereby agrees to employ, and Employee hereby accepts such employment, for a term commencing Sept, 13, 2020 ("Anniversary Date") and ending on Dec, 31, 2022 ("Initial Term").
- B. This Agreement will automatically renew on the Anniversary Date for successive periods of one (1) year ("Renewal Term(s)"), provided, however, that either Party may terminate this Agreement, with or without cause, at any time, upon fourteen (14) days prior written notice to the other Party of intent to terminate this Agreement.

2. Professional Certification and Responsibilities.

- A. Certification. Employee has and shall maintain a current Community Association Manager (CAM) license with the State of Florida.
- B. Duties. Employee shall perform the following duties and undertake the following responsibilities:

i. Employee shall maintain office hours by appointment only, or as otherwise directed by the Association.

ii. Employee shall perform routine accounting functions, including preparation of financial statements, and reconciliation of Association bank accounts and accounts receivable.

iii. Employee shall manage the Association's accounts payable, including review of invoices and charges to Association by vendors and contractors to ensure compliance with contract terms for goods and services and will procure backup documentation to support said charges. Such charges will be coded by account to Association's general ledger and Employee shall remit timely payment of all such valid charges.

iv. Employee shall manage the Association's accounts receivable, including maintaining individual account statements for each lot on which are posted all debits and credits to include monthly computation of interest and/or late charges due on past due or delinquent accounts. Employee shall keep the Board apprised of delinquent accounts.

v. In accordance with the Association's collection policy, Employee shall forward statements of account and other necessary documentation to the Association's attorney for collection and/or foreclosure proceedings. Employee shall act as primary liaison between the attorney and Association in connection with collection of delinquent accounts. For clarification, the President of the Board shall act as primary liaison between the attorney and Association in connection with all legal matters other than collection of delinquent accounts.

vi. Employee shall receive and account for all payments made to the Association, and shall prepare the same for deposit by a Board member.

vii. Upon receipt of a request for an estoppel certificate, Employee shall prepare, for signature by the Board's designee, the estoppel certificate in accordance with Section 720.3085(1), Florida Statutes. Employee shall act as an additional point of contact between the Association and title company or other party requesting the estoppel certificate, and shall timely furnish the estoppel certificate and respond to related inquiries.

viii. Employee shall assist Association with maintaining all Association records as required by the Association's governing documents and Florida law, which shall include, but not be limited to; (i) making records available for

inspection and for copying (at copy cost charged to owner as permitted by law); and (ii) upon expiration of Initial Term, and any Renewal Term(s), promptly deliver all electronic and paper files to the Association or its designee. Employee shall keep official records that are available to the Members for inspection or copying separate from official records that are protected from disclosure because the information: (i) is protected by attorney client privilege; (ii) was obtained by the Association in connection with the approval of the lease, sale, or other transfer of a parcel within the Property; (iii) consists of personnel records of the Association, including, but not limited to, disciplinary, payroll, health, and insurance records other than written employment agreements or budgetary or financial records that indicate the compensation paid to an employee of the Association; (iv) contains medical records of Members or residents of the community; (v) contains un-redacted social security numbers, driver license numbers, credit card numbers, electronic mailing addresses, telephone numbers, facsimile numbers, emergency contact information, any addresses for a Member other than as provided for Association's notice requirements, or other personal identifying information of any person, excluding the person's name, parcel designation, mailing address and property address; or (vi) reveals any electronic security measure that is used by the Association to safeguard data, including passwords (collectively "Protected Information").

ix. Employee shall perform general administrative duties including answering telephones, receiving and timely responding to e-mail correspondence, preparing and mailing notices to members, including but not limited to notice of annual assessments and periodic statements to homeowners, and copying, printing, scanning, filing, and/or redacting Association records.

x. Employee shall in general, perform all duties incident to the office of Employee and such other duties as may be prescribed by the Board from time to time.

3. Professional Conduct

Employee shall notify the Board of any favors, gifts or any other compensation offered or solicited by any person or business doing business or wanting to do business with the Association. Employee acknowledges and understands her obligations and the limitations described under Section 720.3033(3), Florida Statutes with regard to goods or services of value offered by a vendor or prospective vendor of the Association.

4. Compensation

- A. Salary: As full compensation for services rendered under this Agreement, during the Initial Term and any Renewal Term, Association shall pay Employee a monthly salary of \$ 50,000.00 per month. The monthly salary may be paid on a weekly, bi-monthly or monthly basis, at the discretion of the Association. Notwithstanding, any change in the frequency (weekly, bi-monthly or monthly) of payment of the monthly salary shall not be made without at least seven (7) days notice to Employee.
- B. The Association and Employee may mutually agree in writing to change the amount paid in monthly salary to Employee during the term of this Agreement. Any change in salary made during the term of this Agreement shall be documented by an amendment to this Agreement executed by both Employee and an authorized officer of the Association. Any such amendment shall become part of this Agreement, but it shall not modify the Initial Term or any Renewal Term, and shall not change the termination date of the existing Agreement.
- C. Association shall pay or reimburse Employee for reasonable expenses approved by the Board and incurred by Employee in the continuing performance of her duties under this Agreement.

5. Paid Time Off and Other Benefits

- A. The Employee shall be entitled to paid time off in the amount of _____ week(s) per annum. Whenever practicable, Employee shall provide advance written notice of planned time off to the Board. Paid time off shall not roll over from year to year.
- B. Employee, by signing this Agreement, acknowledges that the Association has discussed and disclosed to Employee that the Association offers no benefits of any kind.

6. Professional Liability

- A. The Association shall defend, hold harmless and indemnify Employee from any and all demands, claims, suits, actions and legal proceedings brought against Employee in her capacity as agent or employee of the Association, provided the incident arose while Employee was acting within the scope of her employment and provided such demand, claim, suit, action or legal proceeding did not arise

due to the negligence or criminal conduct of Employee and so long as such liability coverage is within the authority of the Association to provide under state law.

- B. Notwithstanding anything herein, in no case shall the Association or any individual Association Board member be considered personally liable for indemnifying the Employee against any claims, demands, suits, actions, or legal proceedings brought against Employee with regard to Employee's employment with Association. Further, the Association shall also not be required to pay any costs or expenses in the event the Association and Employee have adverse interests in such litigation.

7. Evaluation of Employee

- A. The Board shall evaluate and assess in writing the performance of the Employee at least once a year during the term of this Agreement.
- B. In the event that the Board determines that the performance of Employee is unsatisfactory in any respect, the Board shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to Employee. Employee shall have the right to make a written response to the evaluation. This response shall become a permanent document in Employee's personnel file. Within thirty (30) days of the delivery of the written evaluation to Employee, the Board shall meet with Employee to discuss the evaluation.

8. Confidentiality

Employee shall keep confidential any and all information learned through Employee's employment with Association that may adversely affect the owners or residents of the Association or the operation of the Association, unless otherwise required to disclose pursuant to Florida law. This obligation of confidentiality shall exist during the term of this Agreement and it shall continue after the date of termination for the longer of: (i) three (3) years; or (ii) the date that all confidential information is public knowledge.

9. Miscellaneous

- A. This Agreement contains the complete agreement concerning the employment arrangement between the Parties. Waiver or modification of this Agreement or of

any covenant, condition or limitation herein shall be by written agreement executed by the Parties. No modifications or alterations of this Agreement shall be binding, unless endorsed in writing by the Parties hereto.

- B. This Agreement shall be controlled, construed and enforced in accordance with the laws of the State of Florida, with venue in the County of Clay.
- C. This Agreement is personal in nature to the Parties expressly identified herein, and cannot be assigned by either Party without the express, written consent of the other Party. Any attempted assignment without such consent shall be null and void and constitute a material breach hereof.
- D. In the event of a dispute regarding this Agreement, the defaulting Party or Parties or the Party or Parties not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other Party in enforcing or establishing its or their rights hereunder, which costs and expenses shall include, without limitation, reasonable attorneys' and paralegal fees, whether suit be brought or not, and whether incurred in trial or appellate proceedings.
- E. Any and all notices, designations, consents, offers, acceptances, or any other communication provided for herein shall be given in writing by certified and regular U.S. Mail to the addresses noted at the top of this Agreement, which shall be considered the address of record for each Party under this Agreement, until and unless such address is changed by written notice to the other Party. Notice by hand delivery may also be effective service of notice if the Party being served signs a copy of such hand delivered notice as confirmation of delivery.
- F. In the event any article or part of this Agreement is held to be unenforceable or invalid then said article or part shall be struck and all remaining provision shall remain in full force and effect.

[signatures on next page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed in their names on the day and year written below and effective as of the date of the meeting of the Board identified below approving this Agreement.

	Printed Name	Signature
Association President	Robert L. Patton	
Witness	<u>ROSEMARY PACK</u>	<u>Rosemary Pack</u>
Employee	Kimberly Farrell	
Witness	<u>Rosemary Pack</u>	<u>Rosemary Pa</u>

This Agreement was approved by vote of the Board of Directors of the Association at a meeting duly held on September 13, 20, 2020, and has been made part of the minutes of that meeting.

Board of Directors' November Meeting Minutes

Oakleaf East POA

518 Hollyberry Ln., Ste 108

Orange Park, FL 32065

6:30pm – Monday, November 2, 2020

I. Call to Order

Robert Patton (President) called the meeting to order at 6:34pm.

II. Adoption of the Current Agenda

Robert Patton presented the agenda for approval. Rosemary Pack (Vice President) seconded. Unanimously approved.

III. Unfinished Business

No unfinished business.

IV. Financial Update

Kimberly Farrell provided past due summary. Past due have been sent for collections

V. Committee Discussions (CEC, ARB, Welcome, Festivities)

CEC – No update

ARB – No update

Welcome Committee – No update

Festivities – proposal has been submitted. Tree Trail will be set up first weekend in December. Decorations available for all neighborhoods. Proposed budget for decorations 2592.42. Email is Festivities@OakleafEastPOA.com

VI. POA Physical Location Update

We are in possession of the site

VII. Homeowner Fines/Attorney Demand Recommendations

Letters continue to be sent

1938 Woodworth fines on hold as work continues

VIII. Policy and Regulations Document Discussion/Adoption

IX. Fines Appeals

4115 Pebble Brooke Circle – Have pressure washed house and driveway. Collectible amount has been reduced to \$100.00 pending no further re-occurrence.

4094 Pebble Brooke Circle – grass issues have been resolved. Collectible amount reduced to 100.00 pending no further reoccurrence.

X. Community Standards Compliance Update

XI. New Business

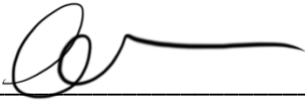
John Miller hired as new employee for POA. John is licensed CAM and Real Estate Agent and has experience as advocate for deed restricted communities. John will be driving the community to monitor for violations leaving Robert Patton free to do other necessary tasks. John and Kimberly Farrell will switch off hours in the office allowing for homeowner access.

XII. Owners Comments (Time Permitting)

No comments

XIII. Adjournment

Meeting adjourned 7:22pm

A handwritten signature in black ink, appearing to be 'R. Patton', written over a horizontal line.

Jan. 4, 2021

Robert Patton - President

Oakleaf Plantation Property Owners Association, Inc.
Employment Agreement

This Employment Agreement ("Agreement") is made and entered by and between **Oakleaf Plantation Property Owners Association, Inc.**, whose mailing address is P.O. Box 440549, Jacksonville, Florida 32222, hereinafter referred to as the "Association," and **John Miller**, whose mailing address is 4565 Golf Brook Road, Orange Park, Florida 32065, hereinafter referred to as "Employee," on the 16th day of November, 2020. Collectively the Association and Employee hereinafter shall be referenced as Parties and separately as a Party, as applicable.

Whereas the Association is a homeowners association as defined by Chapter 720 of the Florida Statutes and is governed by a Board of Directors ("Board"); and

Whereas the Association desires to engage the services of the Employee, and the Employee desires to render such services to the Association on the terms and conditions described herein.

Now, therefore, the Parties, for the consideration herein specified, agree as follows:

1. Term

- A. The Association, in consideration of the promises herein made by Employee, hereby agrees to employ, and Employee hereby accepts such employment, for a term commencing November 16, 2020 ("Anniversary Date") and ending on November 16, 2023 ("Initial Term").
- B. This Agreement will automatically renew on the Anniversary Date for successive periods of one (1) year ("Renewal Term(s)"), provided, however, that either Party may terminate this Agreement, with or without cause, at any time, upon fourteen (14) days prior written notice to the other Party of intent to terminate this Agreement.

2. Professional Certification and Responsibilities.

- A. Certification. Employee has and shall maintain a current Community Association Manager (CAM) license with the State of Florida.
- B. Duties. Employee shall perform the following duties and undertake the following responsibilities:

i. Employee shall maintain office hours by appointment only, or as otherwise directed by the Association.

ii. Employee shall perform routine inspection functions, as directed by the Board.

iii. Upon receipt of a request for an estoppel certificate, Employee shall inspect the property for open violation(s) and/or architectural deviation(s).

iv. Employee shall assist Association with maintaining all Association records as required by the Association's governing documents and Florida law, which shall include, but not be limited to; (i) making records available for inspection and for copying (at copy cost charged to owner as permitted by law); and (ii) upon expiration of Initial Term, and any Renewal Term(s), promptly deliver all electronic and paper files to the Association or its designee. Employee shall keep official records that are available to the Members for inspection or copying separate from official records that are protected from disclosure because the information: (i) is protected by attorney client privilege; (ii) was obtained by the Association in connection with the approval of the lease, sale, or other transfer of a parcel within the Property; (iii) consists of personnel records of the Association, including, but not limited to, disciplinary, payroll, health, and insurance records other than written employment agreements or budgetary or financial records that indicate the compensation paid to an employee of the Association; (iv) contains medical records of Members or residents of the community; (v) contains un-redacted social security numbers, driver license numbers, credit card numbers, electronic mailing addresses, telephone numbers, facsimile numbers, emergency contact information, any addresses for a Member other than as provided for Association's notice requirements, or other personal identifying information of any person, excluding the person's name, parcel designation, mailing address and property address; or (vi) reveals any electronic security measure that is used by the Association to safeguard data, including passwords (collectively "Protected Information").

v. Employee shall perform general administrative duties including answering telephones, receiving and timely responding to e-mail correspondence, preparing and mailing notices to members, including but not limited to notice of annual assessments and periodic statements to homeowners, and copying, printing, scanning, filing, and/or redacting Association records.

vi. Employee shall in general, perform all duties incident to the office of Employee and such other duties as may be prescribed by the Board from time to

time.

3. Professional Conduct

Employee shall notify the Board of any favors, gifts or any other compensation offered or solicited by any person or business doing business or wanting to do business with the Association. Employee acknowledges and understands her obligations and the limitations described under Section 720.3033(3), Florida Statutes with regard to goods or services of value offered by a vendor or prospective vendor of the Association.

4. Compensation

- A. Salary: As full compensation for services rendered under this Agreement, during the Initial Term and any Renewal Term, Association shall pay Employee a monthly salary of \$50,000.00 per year. The monthly salary may be paid on a weekly, bi-monthly or monthly basis, at the discretion of the Association. Notwithstanding, any change in the frequency (weekly, bi-monthly or monthly) of payment of the monthly salary shall not be made without at least seven (7) days notice to Employee.
- B. The Association and Employee may mutually agree in writing to change the amount paid in monthly salary to Employee during the term of this Agreement. Any change in salary made during the term of this Agreement shall be documented by an amendment to this Agreement executed by both Employee and an authorized officer of the Association. Any such amendment shall become part of this Agreement, but it shall not modify the Initial Term or any Renewal Term, and shall not change the termination date of the existing Agreement.
- C. Association shall pay or reimburse Employee for reasonable expenses approved by the Board and incurred by Employee in the continuing performance of her duties under this Agreement.

5. Paid Time Off and Other Benefits

- A. The Employee shall be entitled to paid time off in the amount of 1 week(s) per annum. Whenever practicable, Employee shall provide advance written notice of planned time off to the Board. Paid time off shall not roll over from year to year.
- B. Employee, by signing this Agreement, acknowledges that the Association has discussed and disclosed to Employee that the Association offers no benefits of any kind.

6. Professional Liability

- A. The Association shall defend, hold harmless and indemnify Employee from any and all demands, claims, suits, actions and legal proceedings brought against Employee in her capacity as agent or employee of the Association, provided the incident arose while Employee was acting within the scope of her employment and provided such demand, claim, suit, action or legal proceeding did not arise due to the negligence or criminal conduct of Employee and so long as such liability coverage is within the authority of the Association to provide under state law.
- B. Notwithstanding anything herein, in no case shall the Association or any individual Association Board member be considered personally liable for indemnifying the Employee against any claims, demands, suits, actions, or legal proceedings brought against Employee with regard to Employee's employment with Association. Further, the Association shall also not be required to pay any costs or expenses in the event the Association and Employee have adverse interests in such litigation.

7. Evaluation of Employee

- A. The Board shall evaluate and assess in writing the performance of the Employee at least once a year during the term of this Agreement.
- B. In the event that the Board determines that the performance of Employee is unsatisfactory in any respect, the Board shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to Employee. Employee shall have the right to make a written response to the evaluation. This response shall become a permanent document in Employee's personnel file. Within thirty (30) days of the delivery of the written evaluation to Employee, the Board shall meet with Employee to discuss the evaluation.

8. Confidentiality

Employee shall keep confidential any and all information learned through Employee's employment with Association that may adversely affect the owners or residents of the Association or the operation of the Association, unless otherwise required to disclose

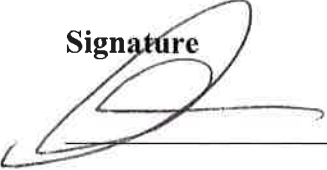
pursuant to Florida law. This obligation of confidentiality shall exist during the term of this Agreement and it shall continue after the date of termination for the longer of: (i) three (3) years; or (ii) the date that all confidential information is public knowledge.

9. Miscellaneous

- A. This Agreement contains the complete agreement concerning the employment arrangement between the Parties. Waiver or modification of this Agreement or of any covenant, condition or limitation herein shall be by written agreement executed by the Parties. No modifications or alterations of this Agreement shall be binding, unless endorsed in writing by the Parties hereto.
- B. This Agreement shall be controlled, construed and enforced in accordance with the laws of the State of Florida, with venue in the County of Clay.
- C. This Agreement is personal in nature to the Parties expressly identified herein, and cannot be assigned by either Party without the express, written consent of the other Party. Any attempted assignment without such consent shall be null and void and constitute a material breach hereof.
- D. In the event of a dispute regarding this Agreement, the defaulting Party or Parties or the Party or Parties not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other Party in enforcing or establishing its or their rights hereunder, which costs and expenses shall include, without limitation, reasonable attorneys' and paralegal fees, whether suit be brought or not, and whether incurred in trial or appellate proceedings.
- E. Any and all notices, designations, consents, offers, acceptances, or any other communication provided for herein shall be given in writing by certified and regular U.S. Mail to the addresses noted at the top of this Agreement, which shall be considered the address of record for each Party under this Agreement, until and unless such address is changed by written notice to the other Party. Notice by hand delivery may also be effective service of notice if the Party being served signs a copy of such hand delivered notice as confirmation of delivery.
- F. In the event any article or part of this Agreement is held to be unenforceable or invalid then said article or part shall be struck and all remaining provision shall remain in full force and effect.

[signatures on next page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed in their names on the day and year written below and effective as of the date of the meeting of the Board identified below approving this Agreement.

	Printed Name	Signature
Association President	Robert L. Patton	
Witness	<u>Kimberly Farrell</u>	<u>Kimberly Farrell</u>
Employee	John Miller	_____
Witness	_____	_____

This Agreement was approved by vote of the Board of Directors of the Association at a meeting duly held on November 2, 2020, and has been made part of the minutes of that meeting.

Oakleaf East POA
Board of Directors' Annual Board Meeting Minutes
Monday, November 30, 2020 6:30pm
518 Hollyberry Ln., Ste. 108
Orange Park, FL 32065

I. Call to Order

Robert Patton (President) called the meeting to order at 6:45pm.

II. Adoption of the Current Agenda

Robert Patton presented the agenda for approval. Rosemary Pack (Vice President) seconded. Unanimously approved.

III. Unfinished Business

No unfinished business.

IV. Financial Update

Budget was presented by Kimberly Farrell. Robert Patton motioned that the budget be approved as presented. Rosemary Pack seconded. Discussion. Unanimous vote in favor of approving. Assessments will now be \$65.00 for each property.

V. Committee Discussions (CEC, ARB, Welcome, Festivities)

CEC – No update

ARB – No update

Welcome Committee – No update

Festivities – all are welcome to participate in decorating at 6:30pm on Friday, December 4.

VI. POA Physical Location Update

No update

VII. Homeowner Fines/Attorney Demand Recommendations

No update

VIII. Policy and Regulations Document Discussion/Adoption

If owners would like a copy of their original builder's documents (House Plans, Color Choices, Etc.), if available, they can submit request to Kimberly Farrell and schedule a suitable time for pickup from the Association office.

Robert Patton made a motion to purge all non-statutory Association documents following standard record destruction policy. Rosemary Pack seconded. Discussion. Unanimous vote in favor of approving.

IX. Fines Appeals

No appeals

X. Community Standards Compliance Update

XI. New Business

No new business

XII. Owners Comments (Time Permitting)

No comments

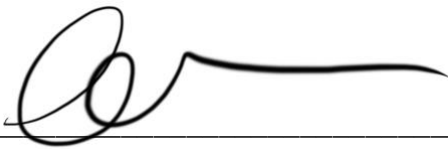
XIII. Adjournment – meeting adjourned 7:00pm

Quorum was not present to be able to hold an election of Board members. Current Board members will carry over.

Robert Patton – President

Rosemary Pack – Vice President

Secretary – Open



Adopted 1/4/21

Robert Patton - President

OAKLEAF EAST POA 2021 BUDGET - FINAL
January 1, 2021 - December 31, 2021

INCOME	Per Lot/Unit	2019 Approved	2020 Draft
2122 Single Family Lots Annual Assmt	\$3.65	\$ 7,745.30	\$ 7,745.30
240 Multi-Family Lots Annual Assmt	\$3.65	876.00	876.00
Total Annual Assmt		8,621.30	8,621.30
2122 Single Family Lots Area Assmt	\$61.35	119,574.70	130,184.70
Total Area Assmt		119,574.70	130,184.70
Late Fee Income		1,000.00	1,000.00
Estoppel Income		70,000.00	70,000.00
Interest Assessed		500.00	500.00
Interest Income		500.00	500.00
Covenant Enforcement Fines		20,000.00	20,000.00
Total Other Income		92,000.00	92,000.00
Total Income		\$ 220,196.00	\$ 230,806.00

EXPENSES

Shared Expenses

Accounting	\$ 250.00	\$ 250.00
Taxes	200.00	200.00
Corporate Report	62.00	62.00
Insurance	7,700.00	7,700.00
Management of Association	400.00	400.00
Subtotal	8,612.00	8,612.00

Single Family Area Expenses

Accounting/Tax Preparation	5,000.00	5,000.00
Association Operation/Office Expenses	3,000.00	15,000.00
Auto Expenses	1,000.00	2,500.00
Bad Debts	5,084.00	5,084.00
Bank Charges/PayPal Fees	2,500.00	2,500.00
CC&R Enforcement /Compliance	12,000.00	12,000.00
Decoration Committee	-	5,000.00
Document Storage	2,800.00	-
Dues & Subscriptions	1,700.00	1,700.00
Equipment Rental	3,300.00	3,700.00
Graphic Design	-	2,000.00
Hospitality/Welcome/Homeowner Relations	4,000.00	4,000.00
Invoices/Notices/Statements	3,000.00	3,000.00
Internet Expense	-	2,700.00
Legal Fees	12,000.00	20,000.00
Mailings	4,000.00	-
Management Fees	17,000.00	-
Meeting Expenses	500.00	500.00
Payroll Taxes	6,700.00	8,518.00
Postage	4,000.00	4,000.00
Printing	-	1,800.00
Rents	32,000.00	32,546.00
Repairs & Maintenance	-	500.00
Salaries & Wages	64,000.00	100,000.00
Security	20,000.00	20,000.00
Telephone Expense	3,000.00	3,000.00
Utilities	-	6,000.00
Website Maintenance	5,000.00	3,200.00
Subtotal	\$ 211,584.00	\$ 264,248.00
Total Expenses	\$ 220,196.00	\$ 272,860.00

Base Assessment (Multi & Single Family)	\$ 3.65
Single Family Area Assessment	\$ 61.35
Single Family Area Assessment + Base Assessment	\$ 65.00

Adopted Nov 30, 2020



Robert Patton - President