

**401 MANAGEMENT INC
WATERMARK CONDOMINIUMS**

401 North Atlantic Avenue
New Smyrna Beach, FL 32169

Subject: Agenda for the meeting of the Watermark Board of Directors
Time/Date: 10:00 a.m. EST, Friday, January 24th, 2025
Location: Unit 103 (Office) 401 North Atlantic Avenue, New Smyrna Beach, FL.

AGENDA

Call to Order	Bryan
Establish quorum/Disposal of old minutes	Board
<u>Reports</u>	
Treasurer's Report	Stacy
Manager's Report	Nikki and Dustin

Topics

Old Business

- | | |
|----------------------------------------------------------------------------------------------------------------|------------------|
| • R & J proposal for resealing and painting the portico | Nikki and Dustin |
| • First Floor proposals for resurfacing | Nikki and Dustin |
| • We have two bids to discuss and decide between. | |
| • First floor walkway color discussion | Nikki and Dustin |
| • Rules and Regulations update for 2025 (specifically discussion on renting owners utilizing common property). | Nikki and Dustin |

New Business

- | | |
|--------------------------------------------------------------------------------------------------|---------------------|
| • Discussion on adopting a no-smoking policy | Bryan |
| • Discussion on adopting a policy regarding installing Ring style doorbells | Bryan and managers |
| • Discussion on creating a strategic planning committee | Bryan and Stacy |
| • Discuss Owner volunteer work days | Stacy |
| • Expanding the pavers around the south side of the pool and installing a "shade cabana". | Anness and managers |
| • Removal/replacement of white table by pool area | Nikki and Dustin |
| • General landscaping discussion (specifically discussing rocks around the property/tennis court | Nikki and Dustin |

Open Discussion

Conference Dial-in Number: (267)-807-9495
Notice Posted: by January 10th, 2025

Participant Access Code: 347394000#

Prepared for:

August 1, 2024

No. 30429

Dustin Gunter
 401 N Atlantic Ave
 New Smyrna Beach, FL 32169
 watermark401@hotmail.com
 (386) 428-3793

Shark Coatings | Joe Morreale
 130 Pond Court, Debary, FL 32713
 P: (407) 378-8080 | joem.sharkcoatings@gmail.com
 sharkfloorcoatings.com

Watermark Condos 1st Floor

CF - Exterior

CF - Exterior

\$12,186.30

Quantity

Measurement

1

1658 (sq. ft)

Notes

Payment Schedule:

Deposit: \$6,241.04

Deposit Type: Corporate Check

Final: \$6,241.04

Final Type: Corporate Check

****Credit Card or ACH Payment on file will be charged automatically upon completion of project. Please be advised that invoices paid via card will incur a 3% fee****

Color

Hardness

Moisture

TBD

Coated

Coated

Exterior Cracks

\$247.06

Quantity

Measurement

1

22 (Ln. Ft.)

V chase cracks and apply 2 part mender



Exterior Verticals

\$988.24



Quantity
1

Measurement
88 (Ln. Ft)

Price: ~~\$13,421.60~~ \$12,482.09

Discounts

Commercial Exterior



Discount
7.00%

Pricing

Subtotal:	\$13,421.60
Discount:	\$939.51
Grand Total:	\$12,482.09

Conditions Prior to Application. Any request to reschedule the job must be made by the customer no less than 48 hours before the scheduled time for application. **CUSTOMER HAS 3 BUSINESS DAYS TO CANCEL WITHOUT PENALTY.** Before Shark Coatings arrives to apply the goods, all walls or floors scheduled for application must be completely cleared. Failure to completely clear the floor before application or late rescheduling request will result in a \$200 charge and, if necessary, rescheduling the job. The customer must be on-site before work begins and when work is complete for final approval and payment. The customer must provide access to household electrical outlets.

100% Financing. The customer's loan term will begin as soon as Shark Coatings collects the deposit through the finance company. Typically 3 business days after contract is signed.

Limitation of Liability. Shark Coatings is not liable for consequential, incidental, punitive or special damages that may arise in connection with the sale or installation of goods hereunder or for any damage to the building, structure, or substrate or for damage to or loss of property left in the work area. Shark Coatings is not liable for damage to property resulting from Shark Coatings having to move it out of the work area. **SHARK COATINGS DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING SLIPPING AND FALLING OR ANY ANTI-SLIP PROPERTIES OF THE GOODS.** This coating seals the surface and can be slippery.

Warranties. NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE, OR OTHERWISE (EXCEPT AS TO TITLE), OTHER THAN THOSE MADE EXPRESSLY BY SHARK COATINGS, SHALL APPLY TO THE GOODS, AND NO WAIVER, ALTERATION, OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY THE PRESIDENT OR A VICE PRESIDENT OF SHARK COATINGS. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MIGHT NOT APPLY TO YOU.

COMMERCIAL JOBS- 5 YEAR WARRANTY. RESIDENTIAL JOBS- 15 YEAR YEAR WARRANTY ON INTERIOR INSTALLATIONS; 5 YEAR WARRANTY ON EXTERIOR AND POOL INSTALLATIONS.

Shark coatings makes no representations or warranties about cracks in floors or walls returning or re-opening after application. Repairs to damaged coating will be at customer's expense if the damage is caused by structural defects, acts of providence, customer negligence, concrete cracking, efflorescence, trauma, or dragging objects across the floor. No returns, cancellations, or refunds are accepted for custom orders. Shark Coatings may reschedule the job without penalty if due to product or personnel unavailability or circumstances beyond Shark Coatings's control. Customer may cancel with no penalty up to three days after signing this contract. After that, the deposit is non-refundable.

Controlling Provisions. These terms and conditions shall supersede any provisions, terms and conditions contained on any purchase order, confirmation order, or other writing Purchaser may give or receive, and the rights of the parties related to the sale of the invoiced goods shall be governed exclusively by the provisions, terms, and conditions herein. This contract is the final, complete, and exclusive expression of all the terms of their agreement for the sale of Goods hereunder.

Choice of Law and Venue. The law of the State of Florida shall govern the parties' rights and duties under this agreement. Venue shall lie only in Duval County for any action brought to enforce this agreement or to collect monies due hereunder. **BOTH PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY.**

Attorney's fees and Costs. In litigation due to the customer's failure to pay, the prevailing party shall be entitled to its attorney's fees and costs, including fees and costs for any appeals. Otherwise, each party shall bear its own attorney's fees and costs.

Delays: Shark Coatings shall not be liable for any delay in delivery/installation resulting from any cause beyond our control. Such causes include but shall not be limited to: an act of God, a fire, flood, epidemic, quarantine, restriction, strike, freight embargo, unusually severe weather or Shark Coatings' inability to obtain necessary materials, labor or transportation.

Postponement of the job must be made at least 48 hours prior. Client must be present at the end of the job for final approval and payment. Shark coatings is not liable for damage to possessions. Any valuable possessions should be secured by the homeowner. If we have to move possessions, we are not liable for any breaking or missing items. Shark Coatings is not liable for any damage to the building, structure or substrate. Not liable for contents or consequential damages. No returns or cancellations for custom orders. All orders are accepted subject to delays due to strikes or other labor disturbances. Shark coatings reserves the right to cancel or reject any job that we see fit. No other agreement, oral or written, expressed or implied, shall qualify the terms hereof. Shark Coatings finished surface isn't guaranteed to be smooth or flawless- The coating follows the contour of the concrete. We only have the quality of the customer's concrete to work with. Ponding of water may occur. The finished surface thickness and appearance will be determined by Shark Coatings installers. There will naturally be smoother and rougher spots. The finished product will vary depending on the surface. Thickness of coating will vary depending on the surface and condition. Shark Coatings installers will determine the final finish. Any touchups or service work may not blend in completely.

X

Dustin Gunter

X

Company Authorized Signature



ADDITIONAL DISCLAIMERS

You should clean your new floor regularly. Use soap and a brush or pressure washer for hard to clean areas. Any stains should be cleaned up immediately, the longer they sit, the harder they become to remove. The more texture added the more difficult it will be to clean. Less texture will result in a smoother easier to clean surface.

Shark Coatings takes reasonable efforts in protecting the pool and surroundings. We take no responsibility for materials getting into the pool, cleaning of the pool, damage to the pool or surroundings due to the preparation and installation of our coatings. Plastic drains and strips are not warranted.

We throw a lot of tiny flakes per job and create dust. We use industrial strength vacuums but cannot guarantee that some won't be left behind. Prepare accordingly.

We make no representations or guarantees regarding ponding or pooling of water on any surface or cracks forming or reforming. Discoloration around cracks due to cracks reforming is not covered under warranty. Again, we don't guarantee cracks.

Any coated surface may be slippery when wet. We make no representations or guarantees regarding slip resistance.

Signature _____



USE AND CARE INSTRUCTIONS FOR YOUR NEW FLOOR

Congratulations on your new purchase from Shark Coatings!

You will receive a call from our office when we get closer to knowing your installation date. The installation is weather and moisture dependent and our installation crews carry moisture meters to check the floor prior to install. If rescheduling is needed, you will be given the next available installation date. Our primary focus is to ensure a quality installed product that will last for years to come!

To prep the area:

- Make sure the area is clear and moisture free. All rugs, mats, carpet, potted plants or other floor coverings must be removed early to allow the concrete to dry underneath where they were placed.
- Although our vacuum systems contain 95% of the dust generated, please remove any items you want additionally protected.
- Please keep the walls clear 2' above the floor so there is enough room for the equipment to operate.
- Avoid parking on the floor the night before installation to avoid air conditioner moisture pools or snow melt.

When the install is complete:

- Do not close the garage door until the morning after install is complete
- Please allow a minimum of 8 hours before walking on, depending upon humidity. Waiting until the next morning is ideal.
- You may drive on the floor 24 hours after install is complete, again depending on humidity. Waiting 36-48 hours is ideal.

Ongoing maintenance:

- You will be happy to know that your floor is easy to maintain!
- Sweep off sand and salt then simply rinse with water. A squeegee works great to clear water off.
- If you prefer, you may use your favorite floor cleaner. We recommend Simple Green, Pine Sol, CLR, Dawn or Mineral Spirits. Avoid long term exposure to bleach and stay away from acids and highly corrosive materials.
- Staining may occur, make sure to clean the surface promptly when dirtied.
- For tougher cleaning let the cleaner sit on the floor for 5-10 minutes and scrub with a scrub brush or stiff bristle broom followed by a rinse for a revitalized floor.

If you are home at the time of install, our foreman will review your project and answer any questions you may have. Please have payment available upon completion to send with the crew.

We appreciate your business and look forward to helping you with another project in the future!

R&J Coatings and Waterproofing, Inc.

401 Brentwood Drive • Daytona Beach, FL 32117

(386) 947-4888 • (800) 800-2827 • (386) 947-4872 Fax

CGC1512120



August 6, 2024

Watermark Condominium
401 North Atlantic Ave.
New Smyrna Beach, Fl. 32169
Email: Watermark401@hotmail.com
Attn: Dustin (386) 428-3793

Subject: 1st floor and porte-cochere deck coatings

R & J Coatings and Waterproofing, Inc. proposes to perform as follows:

1st floor walkway

1. Prepare and apply 2 coats Miracote Colorbond and 1 coat HDWB Sealer to first floor walkway and drop off area of porte-cochere.

Roof of port-cochere

1. Grind and remove coatings to a clean concrete surface.
2. Apply MasterSeal 1500 (3) coat waterproof system to prepared surface.

All work completed by R&J Coatings and Waterproofing shall be covered by a 5-year labor and materials warranty.

We hereby propose to furnish labor and materials complete in accordance with the above specifications for the sum of:

1st floor deck coatings \$7,525.00 _____ initial to accept.

Porte-cochere deck coatings \$16,800.00 _____ initial to accept.

Total cost for both projects to be included in restoration project \$24,325.00

This price can only be guaranteed for 30 days due to recurring increases in material costs.

COMPANY PROPOSAL

Proposed this August 6, 2024 by R & J Coatings and Waterproofing, Inc.



Jon Bickel Project Manager

ACCEPTANCE OF PROPOSAL

Accepted on behalf of Watermark Condominium

_____ Date _____
Payment Terms: Payments are due upon receipt. A 1.5% late payment fee will be added per month for payments not received within 30 days.



MIRACOTE®

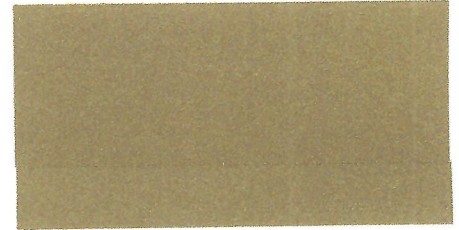
Color Chart for Colorbond XL & ColorPax LIP



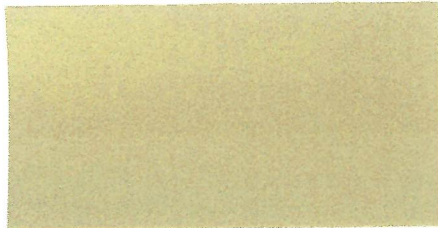
303 Ivory Cream



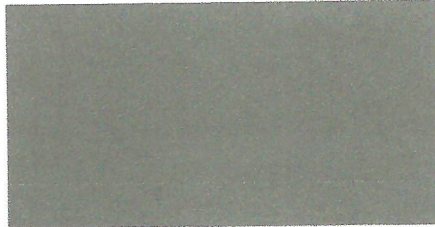
413 Speedway Gray



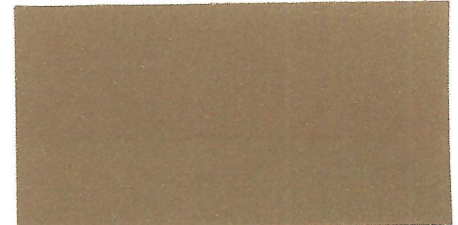
2101 Toffee



304 Sandpiper Beige



431 Bright Gray



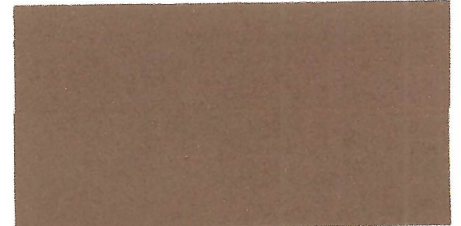
2102 Copper Kettle



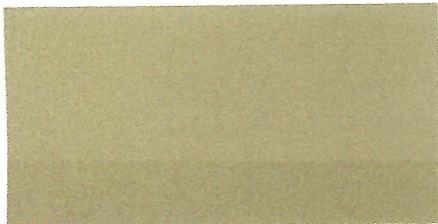
3304 Provincial Tan



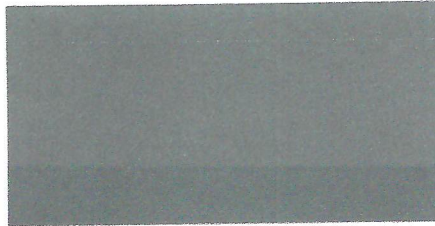
4413 Dolphin Gray



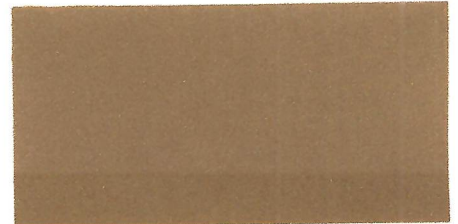
606 Spanish Tile



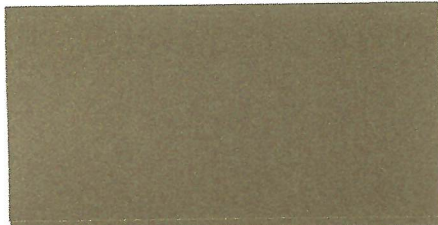
3305 Dodge City Tan



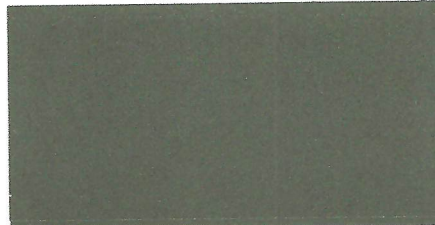
402 Dark Gray



2103 Fired Brick



503 Adobe



4501 Slate Green



2601 Redwood Tile

ALSO AVAILABLE IN #310 BLACK, #0110 WHITE, #103 CHARCOAL.

Printed color cards approximate actual color. Actual color should be approved based upon actual samples or draw downs of the selected color and material sample. Final color appearance is affected by lighting, surface texture, profile, method of application and sealer selection. Always select color from a finished composition system sample.

The products listed are readily available in the Standard Colors featured on this color selection card. Special order "Custom Colors" can be selected from "Pantone" or major brand color selection guides. Minimum order quantity, special price and production time and a "final sale" policy apply to all orders for non-standard colors.

Contact us today for more information!

www.miracote.com

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