

**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, April 4th, 2025
Location: Unit 103 (Office) 401 North Atlantic Avenue, New Smyrna Beach, FL.

AGENDA

Call to Order

Bryan
Board

Establish quorum/Disposal of old minutes

Reports

Treasurer's Report
Manager's Report

Stacy
Nikki and Dustin

Topics

Old Business

- Update on building restoration Nikki and Dustin
- Amending 7-25-24 motion regarding money transfers
between Watermark accounts Bryan/Stacy
- First Floor walkways, hallway and portico drive vote results Nikki and Dustin
 - Color vote results
 - Funds disbursement vote results

New Business

- Pool house floor color and materials discussion Nikki and Dustin
- Upper ring of pool material and color discussion Nikki and Dustin
- Hurricane protection amendment and specifications discussion Nikki and Dustin
 - Required Amendment - Installation, repair, maintenance,
or replacement of hurricane protection (responsibility)
 - New Rule - Specifications for hurricane protection in the Association

Open Discussion

Conference Dial-in Number: (267)-807-9495
Notice Posted: by March 21st, 2025

Participant Access Code: 347394000#



CONTRACT

No. 41211

Prepared for:

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

March 7, 2025

Shark Coatings | Joe Morreale
9850 Interstate Center Dr, Jacksonville, FL 32218
P: (407) 378-8080 | joem.sharkcoatings@gmail.com
sharkfloorcoatings.com

Pool Hut and Pool Ring

CF - Interior Shark Coatings



CF - Interior Shark Coatings

\$1,299.65

Quantity

1

Measurement

187 (sq. ft)

Notes

Pool Hut - Interior (Carpeted Common Area / Non- Bathrooms)

Pool Grip, Heavy Sand: Customer has requested pool level grip in an interior space and understands that this will need to be cleaned more often than a regular interior level of grip.

1. Prep surface using diamond tooling.
2. Repair minor imperfections in concrete prior to coating.
3. Base coat using Shark Coatings proprietary polyurea.
4. Broadcast flake blend to rejection.
5. Scrape and remove loose flakes.
6. Top coat using Shark Coatings proprietary polyaspartic with added texture as needed.

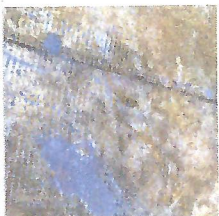
Payment Schedule:

Deposit: \$1,720.34
Deposit Type: Check

Final: \$1,720.34
Final Type: Check

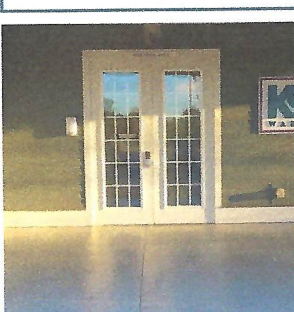
****Credit Card or ACH Payment on file will be charged automatically upon completion of project. Please be advised that invoices paid via card will incur a 3% fee****

Color	Hardness	Moisture
TBD	Carpeted	Carpeted



Removal Glue		\$433.84
	Quantity 1	Measurement 187 (Sq. Ft.)

Price: ~~\$1,733.49~~ \$1,612.15

CF - Exterior

	CF - Exterior		\$1,198.05
	Quantity	Measurement	
	1	163 (sq. ft)	
	Notes		
	1' x 154' ring around pool as well as the 2' x 2' repair square under handrail		

Color	Hardness	Moisture
TBD	Kool Deck	Kool Deck

Removal Pro		\$197.16
	Quantity 1	Measurement 159 (Ln. Ft)
Exterior Cracks		
	Quantity 1	Measurement 10 (Ln. Ft.)
V chase cracks and apply 2 part mender		
		\$122.50

Price: ~~\$1,517.71~~ \$1,411.47

CF - Interior Shark Coatings



CF - Interior Shark Coatings

\$375.30

Quantity

1

Measurement

54 (sq. ft)

Notes

Pool Hut - Bathrooms x2

Color

TBD

Hardness

Tiled

Moisture

Tiled

Removal Pro

\$73.16



Quantity

1

Measurement

59 (Ln. Ft)

Price: ~~\$448.46~~ \$417.06

Discounts

Promo - Contractor



Discount

7.00%

Pricing

Subtotal:	\$3,699.66
Discount:	\$258.98
Grand Total:	\$3,440.68

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 customers 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 customers 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, cancelations, 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 cancelations 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 customers 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

Please initial next to the following statements to indicate that you have read, understand, and agree to them:

Shark Coatings does not level, pitch or grade concrete surfaces. We also do not profile or prep vertical surfaces. _____

Shark Coatings does not prevent lime/calcium/mineral deposit or rust from (re)surfacing _____

Shark Coatings has a walkaway/mobilization fee of \$350.00. This fee will be charged in the event a crew cannot perform the scope of work. _____

Shark Coatings Moisture Stop Protocol:

In the event of a moisture reading exceeding 6% at the time of install, Shark Coatings has a moisture protocol that is followed pending customer approval. If customer chooses to terminate the contract and not move forward with Moisture Stop protocol the walkaway/mobilization fee will be applied.

Step 1: With customer approval, the crew will proceed with profile and attempt a flash dry. If this is Unsuccessful, proceed to step 2 or pay labor and equipment fee of \$525.00 and contract terminates.
Step 2: Moisture Stop will be applied at a cost of up to \$3.00/sqft and the project will extend to 2 days.
The second day's schedule may vary _____

Shark Coatings does not coat, repair, or mend any control/expansion joints as they are considered industry standard members of the substrate. _____

I agree that my credit card or bank account may be securely kept on file to process the final payment for the remaining balance due upon job completion. I understand that it is recommended that I, or someone else that I designate, be present at the job site upon completion to inspect and ensure everything is completed to my satisfactions. If nobody is present upon job completion, payment will still be processed for the remaining balance. _____



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 warrantied.

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!