



Egret Nest Homeowners' Association, Inc.

Confidential Management Agreement



Management Agreement

This management agreement (this "**Management Agreement**") along with the Standard Terms and Conditions (as amended), the Service Level Agreement (as amended), and the Additional Fees Price Schedule (as amended) set forth the mutual understanding of the **Manager** (as defined in **Exhibit A**) and the **Association** (as defined in **Exhibit A**) with respect to the management of the Association and the common area described in the Association's Organizational Documents (as defined in Section 2) (the "**Common Area**"), and carrying out other duties, all as described below and collectively referred to as the "**Agreement**". The Manager and the Association are referred to in this Agreement from time to time collectively as the "**Parties**" and each individually as a "**Party**."

1. **Appointment and Acceptance** – The Association hereby engages the Manager as the Association's agent for the purpose of managing the Association, the Common Area and carrying out other specific duties described in this Agreement, and the Manager hereby accepts such engagement and agrees to provide the Services (as defined in Section 4), all subject to the terms and conditions contained in this Agreement.
2. **Authority; Power** – The engagement contemplated by Section 1 includes the authorization of the Manager to act on behalf of the Association and the Board of Directors of the Association (the "**Board**") in any and all matters affecting the management of the Association and the Common Area, subject to the provisions of (i) this Agreement, (ii) the Association's Articles of Incorporation; Bylaws; and Declaration of Covenants, Conditions and Restrictions, in the version most recently received by Manager (including any other documents of similar import, the "**Organizational Documents**"), (iii) any applicable laws and (iv) any written instructions of the Board or the Association's President delivered to Manager subject to the provisions of Sections 1 and 2 of the Standard Terms and Conditions. Both Parties have the power to execute this Agreement and to perform its obligations under this Agreement and both Parties have taken all necessary action to authorize such execution and performance.
3. **Term** – The term of this Agreement will commence on the date set forth on **Exhibit A** (the "**Commencement Date**") and is for the period indicated on **Exhibit A** (the "**Initial Term**") and will be automatically renewed for sequential terms per **Exhibit A** unless one Party gives the other Party written notice of termination at least sixty (60) days prior, but no more than one hundred and twenty (120) days prior, to the end of the Initial Term or any subsequent term. The Initial Term and any subsequent terms are referred to in this Agreement collectively as the "**Term**." The Term is subject to earlier termination as provided in Section 10.
4. **Service Level Agreement** – The Service Level Agreement attached to this Management Agreement is part of this Agreement and sets forth the mutual understanding between the Parties regarding the services to be performed, the term, and the pricing.
5. **Compensation** – The Association shall compensate the Manager for the Services according to the Management Agreement and Service Level Agreement.
 - (a) **Payment for Services** – The Association shall deliver payments for the monthly fees (the "**Recurring Monthly Fees**") in the amounts identified in **Exhibit A** by ACH at the beginning of each month during the Term and otherwise as described herein. Recurring Monthly Fees will be considered late if unpaid by the 10th of the month due and will incur a 10% late fee in addition to an 18% annual finance charge prorated daily until paid.
 - (b) **Payment for Additional Services** – The Association shall deliver payments by ACH at the beginning of the following month for services other than specified in the Service Level Agreement or configured in **Exhibit A** (the "**Additional Services**") in accordance to the then-current Additional Fees Price Schedule on the Board Portal unless otherwise agreed by the Parties in writing.
 - (c) **Sales Tax and Fees** – In the event that a sales tax is imposed on the payment and receipt of the Recurring Monthly Fees or other amounts payable to Manager under this Agreement, then the Association shall be responsible for the payment of such sales tax in the amount required by law.
 - (d) **Annual Escalation** – Annual Escalation – All fees identified in Exhibit A are for the initial contract period from the Commencement Date to the end of the first twelve months included in the Term. On each annual anniversary of the Commencement Date, the Manager may increase fees by 5% over the previous period.



6. Indemnification

- a) The Manager shall indemnify and hold harmless the Association and its directors from and against any and all loss, cost, damage, liability, and expense (including court costs and reasonable attorney's fees) arising out of any acts or omissions of the Manager while performing the Manager's duties and obligations under this Agreement that are finally adjudged by a court of competent jurisdiction to constitute willful misconduct or gross negligence.
- b) The Association shall protect, defend, indemnify, and hold harmless the Manager, its parent entity and each of its subsidiaries and their respective officers, directors, managers, partners, employees, and representatives (each a "Manager Party") from and against any and all loss, cost, damage, liability, and expense (including court costs and reasonable attorney's fees) arising out of the performance by the Manager of its obligations and duties hereunder in accordance with the terms hereof, **including any negligent actions taken by or on behalf of Manager in accordance with instruction from the Association in accordance with Sections 1 and 2 of the Standard Terms and Conditions**; provided, however, this Section shall not apply to any matters which are finally adjudged by a court of law of competent jurisdiction to have involved willful misconduct or gross negligence of the applicable Manager Party.

7. Limit of Liability

- a) The aggregate liability of all Manager Parties under this Agreement shall not exceed an amount equal to the aggregate amount of Recurring Monthly Fees payable to Manager during a three (3) month period of the Term (and recovery of such amount shall be the exclusive remedy against the Manager Parties), except that the limitations set forth in this Section 7 shall not apply to the matters contemplated by Section 6.
- (b) **In no event shall any Manager Party be liable for consequential, special, indirect or incidental damages, including but not limited to any damages resulting from loss of use or lost profits or lost savings arising out of or in connection with this Agreement, whether in an action based on contract, tort (including negligence) or any other legal theory, even if the Association has been advised of the possibility of such damages. Except for the services to be provided by Manager expressly described herein, Manager specifically disclaims any and all warranties of any kind, whether express, implied, or statutory, including any warranties of merchantability and fitness for a particular purpose.**

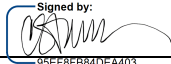
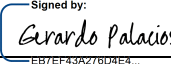
8. Standard Terms and Conditions – The Standard Terms and Conditions attached to this Management Agreement is part of this Agreement and sets forth the mutual understanding between the Parties regarding the additional terms and conditions.

9. Amendment – No amendment, modification, or waiver of any of the provisions of this Management Agreement, or any future representation or promise, shall be binding upon the Parties unless agreed to in writing by the Party to be bound thereby.

10. Termination

- a) **Termination by Agreement** – This Agreement may be terminated by mutual written consent of the Manager and the Association at any time.
- b) **Termination upon Failure to Cure a Breach** – In the event that a Party (the "Defaulting Party") materially breaches any term specified in this Agreement (a "Breach"), the other Party may terminate for reasons of Failure to Cure a Breach by following the instructions in Section 3 of The Standard Terms and Conditions.
- c) **Termination without Cause** – This Agreement may be terminated at any time by the Association with sixty (60) days prior written notice to the Manager, and in which event, the Manager shall be entitled to the remaining amounts due under the Agreement as liquidated damages in addition to other amounts owing under the Agreement.
- d) **Termination upon Dissolution; Insolvency** – Notwithstanding the provisions of Section 10(b), Manager may terminate this Agreement immediately upon dissolution of the Association or by written notice to the Association if there are insufficient operating funds to continue the operation of the Association and such deficiency continues for a period of ten (10) days after written notice of such deficiency from the Manager to the Association.

If this Agreement is consistent with your understanding of our arrangement, please sign below and return a signed copy of this letter to the Manager. We look forward to working with you in this arrangement.

Association	Manager
Signature: 	Signature: 
Printed Name: Christina Stamm	Printed Name: Gerardo Palacios
Title: President, Egret Nest	Title: Division President
Date: 9/13/2024	Date: 9/16/2024
Association Fed Tax ID#: 650503674	
Association certifies that the Employer Identification Number provided above is the correct EIN for the Association and hereby authorizes Manager to execute IRS W-9 forms in the name of the Association	



Other Terms:

Administrative Services Management (§18 of the Service Level Agreement) includes administrative expenses such as copies, faxes, envelopes, labels, mileage, telephone, office supplies and postage and is billed as follows:

- \$2.50 per mailing or notice (other than a DRV notice or a late/collections notice) of up to three pages each (any mailing consisting of more than three pages is subject to a custom quote).
- \$14.50 per deed restriction violation (DRV) notice.

Assessment Collections (§19 of the Service Level Agreement) includes administrative expenses such as copies, faxes, envelopes, labels, mileage, telephone, office supplies and postage and is billed as follows:

- Assessments: \$2.50 per standard statement, or if coupon based, \$10.00 per coupon book
- Delinquent Accounts - \$25.00 per delinquent account per month (an equal charge will be added to the homeowner's account payable to the Association)

Any certified letter charges or third-party legal fees for the actual lien filings, foreclosure filings or bankruptcy filings are not included and are billed separately by the applicable third party. Manager reserves the right to adjust these applicable fees from time to time pursuant to market conditions, refer to the then current price schedule

- Section 2 on the management agreement is hereby deleted and replaced with the following: Authority; Power – The engagement contemplated by Section 1 includes the authorization of the Manager to act on behalf of the Association and the Board of Directors of the Association (the "Board") in any and all matters affecting the management of the Association and the Common Area, subject to the provisions of (i) this Agreement, (ii) the Association's Articles of Incorporation; Bylaws; and Declaration of Covenants, Conditions and Restrictions, in the version most recently received by Manager (including any other documents of similar import, the "Organizational Documents"), (iii) any applicable laws and (iv) any written instructions of the Board or the Association's President delivered to Manager subject to the provisions of Sections 1 and 2 of the Standard Terms and Conditions. Both Parties have the power to execute this Agreement and to perform its obligations under this Agreement and both Parties have taken all necessary action to authorize such execution and performance. The Association agrees that the function of the Manager is the management of the Association, and that the Manager will, notwithstanding the authority provided to the Manager in this Agreement, confer with the officers and board of directors of the Association ("Board") and any agent, committee member, or person designated by the Board in the performances of Manager's services as set forth herein.
- Section 5 (d) of the Management Agreement, Annual Escalation, is hereby added to by the following: There will be no Annual Escalation for the first year of the Agreement Initial Term.
- Section 6 of the Management Agreement is replaced in its entirety with the following:

The Manager shall indemnify and hold harmless the Association and its directors from and against any and all loss, cost, damage, liability, and expense (including court costs and reasonable attorney's fees) arising out of any acts or omissions of the Manager while performing the Manager's duties and obligations under this Agreement that constitute willful misconduct or gross negligence.

The Association shall protect, defend, indemnify, and hold harmless the Manager, its parent entity and each of its subsidiaries and their respective officers, directors, managers, partners, employees and representatives (each a "Manager Party") from and against any and all loss, cost, damage, liability, and expense (including court costs and reasonable attorney's fees) arising out of the performance by the Manager of its obligations and duties hereunder in accordance with the terms hereof, including any negligent actions taken by or on behalf of Manager in accordance with instruction from the Association in accordance with Sections 1 and 2 of the Standard Terms and Conditions; provided, however, this Section shall not apply to any willful misconduct or gross negligence of the applicable Manager Party

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- Section 1(d)(iv) of the Standard Terms and Conditions is hereby deleted in its entirety: (iv) Advertising - Each Party agrees that the Manager is free to sell and insert advertising in RealNews, RealWeb, and portals.
- Section 1(g) of the Standard Terms and Conditions is deleted in its entirety and replaced with the following: Manager will not materially change the insurance coverages provided in its Certificate of Insurance.
- Section 1 (h) of the Standard Terms and Conditions is hereby deleted in its entirety and replaced with the following: Competitive Bids – Large capital expenditures shall be awarded on the basis of competitive bidding with multiple written bids where possible and practical and accompanied by Manager’s summary and analysis as to the most acceptable or suitable bid. The Association shall be free to accept or reject any and all bids. For maintenance requirements not exceeding one thousand five hundred dollars (\$1,500), Manager is authorized to assign the work to a reliable vendor without competitive bidding. Manager may from time to time elect to use its own employees, or agents for such services to the Association. Manager will charge ten percent (10%) of the bid price for construction or repair project administration for projects exceeding five thousand dollars (\$5,000). There is no charge for construction or repair project administration if the Association selects one of Manager’s Affiliated or Partner Companies.
- Section 2(f) of the Standard Terms and Conditions is hereby deleted in its entirety and replaced with the following: **Association Insurance** –The Association shall maintain in full force and effect at all times and at its own expense a general liability insurance with limits equal to or greater than \$2,000,000 each occurrence and \$3,000,000 in the aggregate, which shall include coverage for any employee-related claims of management staff. Manager shall be named as an additional insured on the Association’s general liability insurance, along with a waiver of subrogation reasonably acceptable to Manager. The Association shall also maintain in full force and effect 1) Directors and Officers coverage, and 2) Fidelity/Crime insurance that includes (a) Employee Theft, and (b) Computer and Funds Transfer Fraud Coverage, with a minimum limit equal to the equivalent of three (3) months’ assessments plus the amount of reserve funds held by the Association, or \$250,000, whichever is greater, for each coverage. The policies shall name the Manager as an Insured. Should the Association fail to do all obligations of this Section 2(f), it shall constitute a breach of this Agreement by the Association. Should a breach of Section 2(f) occur, Manager may, at its sole option, terminate this Agreement upon written notice to Association. The Association policies under this Section 2(f) shall be primary and noncontributory to any insurance carried by the Manager. The companies providing insurance for the Association under this Section 2(f) shall be acceptable to Manager. Where required by law the Association shall maintain in full force and effect Workers Compensation insurance in amounts as required by law. Where required by law the Association shall maintain in full force and effect such other insurance policies or coverages in amounts as required by law. Following written notice from Manager that the Association does not have evidence that the aforementioned coverages are in full force and effect, Manager may, but is not obligated to, secure such coverages or policies on behalf of the Association. Manager shall charge 5% of the total claim amount for the administration of any insurance claims provided however that the Association shall have no responsibility of obligation to pay or reimburse Manager for such fees or any other sum if the same is not actually reimbursed/paid to the Association by its insurance company. Manager does not have an obligation to perform such duties unless approved for payment by Association’s insurance company. Manager may discontinue administration of insurance claims upon denial of payment by insurance carrier(s).
- Section 3 of the Standard Terms and Conditions is hereby deleted in its entirety and replaced with the following: **Written Notice of Failure to Cure a Breach** – In the event that a Party (the “Defaulting Party”) breaches any term specified in this Agreement (a “Breach”), the other Party may deliver to the Defaulting Party a written notice, pursuant to Section 9(b), that (i) contains the words “Written Notice of Breach” and (ii) clearly states the Breach so that the Defaulting Party may cure the Breach (such notice being a “Written Notice of Breach”). In the event that any Breach is not cured within thirty (30) days after delivery to the Defaulting Party of a Written Notice of Breach, the other Party shall have until the forty-fifth (45th) day after delivery to the Defaulting Party of a Written Notice of Breach, to terminate this Agreement by delivery to the Defaulting Party of a written notice, pursuant to Section 9(b), that (i) contains the words “Termination Notice Due to Failure to Cure a Breach” and (ii) clearly states any such Breach previously identified in the Written Notice of Breach that had not been cured during the thirty (30) day cure period (any such notice being a “Termination Notice Due to Failure to Cure a Breach”). Resolution of any disagreement between the Parties as to whether the Breach has been cured shall be in accordance with Section 9(j).
- 4(f) of the Standard Terms and Conditions is hereby deleted in its entirety and replaced with the following: Within twenty (20) business days following Termination, the Manager shall deliver the following items to the Board or its designated representative and after the delivery to the Board of all required items outlined in Section (f) herein:



- Section 7 of the Standard Terms and Conditions is hereby deleted in its entirety and replaced with the following: Confidentiality
 - (a) Unless directed to do so by the Board, the Manager shall not release or distribute the names, addresses, emails or phone numbers of Association members to third parties without the consent of such members except as required to fulfill its duties as Manager or by law.
 - (b) In connection with this Agreement, each Party will disclose (the “**Disclosing Party**”) to the other Party (the “**Recipient**”) certain oral and written information and material concerning the Disclosing Party’s business, including, but not limited to information regarding the Services, Applications and Documentation disclosed by the Manager and information regarding the Data disclosed by the Association, together with any other information disclosed by a Disclosing Party to Recipient and marked as confidential (such information and material of any Party, together with information pertaining to the economic terms of this Agreement, is referred to in this Agreement as “**Confidential Information**”). Each Party agrees that it will hold the Confidential Information of the Disclosing Party in strict confidence and will not disclose any of such information to any person or entity other than to Recipient’s officers, directors, managers, partners, employees, independent contractors, attorneys, accountants and current or prospective lenders or investors; provided, however, that Recipient shall cause all such persons to comply with the terms of this Section 7 and the related provisions of Section 4(d). The obligations contained in this Section 7 shall not apply to information that: (i) is developed by Recipient independent of the Disclosing Party and its Confidential Information, as evidenced by written or electronic documentation; (ii) has passed into the public domain through no act or omission of Recipient in violation of this Agreement; (iii) is lawfully received by Recipient from a third party that, to Recipient’s knowledge after due inquiry, does not breach an obligation of confidentiality relating to such information; or (iv) is required to be disclosed by Recipient pursuant to an applicable regulation (including as a result of filings with the Securities and Exchange Commission) or an order issued by a court of law or any federal, state or municipal regulatory or administrative agency or any other applicable law or legal process. Notwithstanding the foregoing, nothing in this provision shall exclude the Association from disclosing information to homeowners as required under Florida Statutes 718, 719, and 720. Notwithstanding the provisions of this section, both Parties agree that this section does not pertain to certain information such as attorney-client information and personally identifiable information that may be divulged to or be accessible to the Manager. Manager shall maintain certain divulged information confidential and shall not disclose such confidential information unless compelled by law to do so.
- Section 9(j) of the Standard Terms and Conditions is hereby deleted in its entirety and replaced with the following: **Dispute Resolution** – Except for any injunctive relief, as provided for in Section 8, which may be pursued without regard to this Section 9(j), any dispute between any Manager Party and any Association Party relating to, arising out of, or in connection in any way with, the transactions contemplated hereby shall attempt to be settled first by mutual agreement, then by mediation, then by a court of competent jurisdiction in the county where the Association is located.
- Section 9(l) of the Standard Terms and Conditions is deleted in its entirety and replaced with the following: (l) Survival; Limitations Period – Notwithstanding any other provisions in this Agreement, Sections 5, 6, and 7 of the Management Agreement, and Sections 4(d), 5, 6, 7, 8, and 9 of the Standard Terms and Conditions shall survive the termination or expiration of the Term, in whole or in part.
- **Section 10 of the Standard Terms and Conditions is deleted in its entirety and replaced with the following 10. Affiliated or Partner Companies and Divisions** – This is to give you notice that RealManage LLC (“MANAGER”), through its affiliated or partner companies, or divisions, provides certain services to community associations in a business and/or fiscal relationship. MANAGER’s affiliated businesses are Community Cable Consulting, and Standpoint LLC. MANAGER’s divisions are Association Specialty Group, CiraConnect Insurance Services, GrandManors. The restoration and mediation services relationships are - ServePro and Super Restorations. The Association is not obligated in any manner to use any of the aforementioned affiliated or related companies or divisions to perform services other than those provided by MANAGER under this Agreement, nor is MANAGER precluded from obtaining competitive bids, when required to present to the Board of Directors for approval. Provided however, that Manager shall disclose its business and/or fiscal relationship which is or which may be reasonably construed as a conflict of interest or potential conflict of interest on the face of such bid at the time it is presented to the Board for review.



Service Level Agreement

This Service Level Agreement sets forth the mutual understanding of the **Manager** (as defined in **Exhibit A** of the Management Agreement) and the **Association** (as defined in **Exhibit A** of the Management Agreement) with respect to the service level of the management of the Association and the common area and carrying out other duties, all as described below and is part of the Management Agreement between the Manager and the Association along with the Standard Terms and Conditions. The Manager shall perform management services on behalf of the Association in good faith, with commercially reasonable care, in the manner Manager believes to be in the best interest of the Association and otherwise in accordance with this Service Level Agreement as outlined herein (the "**Services**"), subject to the satisfaction of the Association's duties and responsibilities as outlined in the Standard Terms and Conditions. Services that are not specifically identified herein, and that are not specifically identified in Exhibit A as agreed upon services to be performed, are not included as part of Manager's obligations under the Management Agreement. Additional services are available at the then-current Additional Fees Price Schedule, or at rates mutually agreed upon by Association and Manager at the time the work is authorized or as otherwise agreed. Please consult Board Portal for the current version. This Service Level Agreement is subject to change from time to time by the Manager; please consult Board Portal for the current version.

Community Management Services	
<p>1. Board Member Relationship Management</p> <ul style="list-style-type: none"> a) Provide new board of directors orientation and training b) Respond to board member questions and issues the next business day c) Resolve conflicts and disputes between board members⁵ d) Provide advice to board members e) Maintain thorough familiarity with the bylaws and restrictions f) Monitor and disseminate new legislation, ordinances, court cases and other information pertinent to the Association g) Monitor and disseminate public notices/information pertinent to association <p>2. Board Meeting Management</p> <ul style="list-style-type: none"> a) Prepare preliminary meeting agenda and meeting notice b) Prepare and publish electronic board meeting packet³ c) Participate in the meeting per the meeting frequency in Exhibit A between Monday at 8:30AM to Friday at 5:30PM, inclusive of evenings <p>3. Annual Meeting Management</p> <ul style="list-style-type: none"> a) Update list of all owners, declarants and other attendees b) Prepare meeting agenda and meeting packet c) Issue meeting notices and proxy statements d) Oversee registration of all attendees e) Run the meeting if requested by the Board f) Give annual Manager's report g) Explain financial condition and budget information h) Publish meeting minutes within 30 days <p>4. Service Provider Relationship Management</p> <ul style="list-style-type: none"> a) Provide Service Provider Management system b) Assist Board in the preparation of bid specifications c) Manage competitive bid process as needed for large jobs d) Analyze bids e) Selection of vendors, scheduling and monitoring of work f) Invoice approval and payment process (all utilities are to be paid by EFT if the vendor accepts EFT) 	<p>5. Amenity and Access Control Management</p> <ul style="list-style-type: none"> a) Manage access control systems b) Manage and distribute access control media (additional fee applies for the fulfillment of a replacement card, key, tag or remote.)² c) Processing of any amenity rental fees or move-in or move-out fees and, key, tag or remote)² <p>6. Architectural Control Committee (ACC) Management</p> <ul style="list-style-type: none"> a) Receive requests and copies of plans from owners b) Forward request to board committee c) Notify owner of the status <p>7. Customer Service Center</p> <ul style="list-style-type: none"> a) Provide Customer Service Center System b) Provide trained Customer Service Representatives to provide personalized, multi-channel service and distribute information as appropriate c) Provide after-hours emergency call handling system⁷ d) Maintain owner database with contact history and interaction notes e) Monitor calls for quality of service and survey resident satisfaction <p>8. Web-Based Portals Business Portals</p> <ul style="list-style-type: none"> a) Provide Association with web-based business portals b) Management / Board Portal includes a web-based document archive and data management and reporting system with deed restriction violations, ACC, project/task management, communication log, AR delinquency, AP, lot information, directory, and financial reports c) Owner / Resident Portal includes a web-based document archive and resident services system with owner statements, assessment information, deed restriction information, directory, online payments and online service request forms d) Additional Portals: Vendor Portal, Attorney Portal, and Closing Portal



9. Site Monitoring and Deed Restriction Management

- a) Provide Deed Restriction Management system
- b) Maintain Association restrictions information database
- c) Provide continuing deed restriction awareness content through articles for the newsletter and/or special mail-outs
- d) Monitor property for compliance with restrictions based upon readily- visible violations from Common Area streets, driveways and sidewalks

- e) Manage Deed Restriction Committee input
- f) Manage owner complaints of violations
- g) Notify owners and builders of violations via standard notices
- h) Manage owner disputes of violations
- i) Maintain violation log

Financial Management Services

10. Association Affairs Management

- a) Provide designated place of business
- b) Provide designated representative
- c) Manage corporate records book and minutes book
- d) Provide records storage
- e) Facilitate inspection of books and records by owners with prior appointments⁴
- f) Serve as a liaison with legal counsel, registered agent, or other professional services providers as necessary to over-see that all necessary filings, licenses and permits are properly prepared and filed in accordance with any applicable laws (all third-party legal fees, registered agents fees, document fees, search charges, and filing fees will be charged to the Association)

11. Financial Management

- a) Provide Accounting and Financial Software
- b) Manage Accounts Payable⁴
- c) Manage Accounts Receivable
- d) Manage General Ledger
- e) Prepare a proposed annual budget and forecast
- f) Bank account maintenance (additional fees apply for bank loan management)
- g) Reconcile monthly bank statements
- h) Manage disbursements and perform the required document processing⁵
- i) Generate statements of account and/or resale certificates²
- j) Facilitate cash management
- k) Prepare standard monthly financial reports by the 20th day following month-end and prepare standard year-end financial reports by the 45th day following year-end, each with standard account codes

12. Statements of Account & Resale Process Management²

- a) Provide Statement of Account/Resale Process Management Database
- b) Answer tax service, title company and mortgage company inquiries
- c) Answer homeowner inquiries

13. Transfer Process Management²

- a) Provide Transfer Process Management database
- b) Manage plat and lot/unit owner database
- c) Update Association records for new owner
- d) Generate transfer documentation
- e) Respond to lender questionnaires and certifications in accordance with the Standard Terms and Conditions

14. Refinance Process Management²

- a) Provide Refinance Process Management database
- b) Answer tax service, title company and mortgage company inquiries
- c) Coordination of subordination agreement requests
- d) Generate refinance documentation

15. Tax Management

- a) Provide Tax Management system and manage property taxes
- b) Maintain updated plat information
- c) Maintain property tax information within the proper jurisdictions
- d) Collate information for any required Federal or State tax return preparation and forward to independent tax vendor selected by Manager for preparation (extensions required at the expense of the Association to allow adequate time for final FYE financial review, audit, return preparation, and client signature)
- e) Maintain property tax accounts, parcel identifiers and property tax invoice payments
- f) Coordinate with the Association on required signatures for the required tax returns and submit to the applicable taxing authority
- g) Prepare and issue W-2s, 1099s and 1096s⁵

16. Insurance Management - All Premiums are Paid by the Association)

- a) Assist with the application for the following insurance policies as requested: liability; property; worker's compensation; Directors & Officers; Errors & Omissions
- b) Maintain a manager Fidelity Bond as required by Association or statute
- c) Maintain Association insurance policies including expiration dates and renewals

17. New Owner Welcome Process

- a) Mail out a welcome letter
- b) Maintain and update welcome packet and/or make information available online
- c) Distribution of access cards/keys to amenities as appropriate
- h) Alert board to new owners (made available online)



Administrative and Collections Services⁵

18. Fulfillment Management

- a) Provide community mailing services for regular mailings, special notices and annual meeting notices as required up to the maximum number of mass mailings at three pages each in black and white⁶
- b) The number of mailings and pricing per Exhibit A are for each full calendar year and will be prorated for any partial calendar year
- c) Pricing in Exhibit A includes all copies, faxes, office supplies and standard postage

19. Assessment Collections

- a) Manage the fulfillment of standard assessment coupons, statements, or e-statements⁵
- b) Issue replacement coupon books²
- c) Manage EFT/ACH/e-check payment process⁵
- d) Manage credit card payment process⁵
- e) Collect and post to proper bank account

- f) Process checks without coupons and returned checks
- g) Provide delinquency management system
- h) Create and mail standard delinquency notices, debit statements and collection letters per the terms in Exhibit A
- i) Create legal referral packet and submit to Association's attorney⁷
- j) Coordinate with the Association attorney post referral
- k) Process bankruptcy correspondence and file Proof of Claim on behalf of Association
- l) Receive, research, review and process foreclosure documents for subsequent conveyance and collection
- m) Provide delinquency report
- n) Assess, collect and post late fees and finance charges (additional collections fees may apply for "Over 90 Days" accounts)⁴
- o) Provide account payment plans, and any state mandated certified collection letters (additional fees apply)

On-Site Staffing Services (See Exhibit B, When Applicable)⁵

20. On-Site Staffing Services

- a) Provide on-site staff as required for operations
- b) Provide human resources, payroll services
- c) Provide ongoing training opportunities for on-site staff
- d) Equipment as needed for on-site staff
- e) Provide certified managers per Manager policy
- f) Manage and supervise on-site staff
- g) On-site transition services

Set-Up Services

21. New Community Set-Up Services

- a) Dedicatory instrument document scanning
- b) Vendor contract and insurance policy scanning
- c) DRV master configuration
- d) Maintenance master configuration
- e) Assessment rules configuration
- f) Collections process configuration
- g) Create Community Information Summary and Amenity Summary

- h) Create Legal Summary
- i) Create community forms
- j) Lot/unit set-up
- k) Owner information input
- l) Bank account set-up
- m) Financial records input
- n) Financial report mapping
- o) Budget input

[2] Additional service fees apply and are billed directly to owners per the then current price schedule or an equivalent amount is billed to the Association if not paid directly by the owner for any reason

[3] Additional fees apply for printed board booklets

[4] Additional services fees apply for check delivery to board members

[5] Additional fees or pass through expenses may apply

[6] Additional fees apply for any mailing that exceeds three pages, any certified mailings, any special handling, any non-standard postage, inclusion of return envelopes, any customized printing or mailing with color stock or color print



Standard Terms and Conditions

This Standard Terms and Conditions document sets forth the mutual understanding of the **Manager** (as defined in **Exhibit A** of the Management Agreement) and the **Association** (as defined in **Exhibit A** of the Management Agreement) with respect to the specific terms and conditions as described below and is part of the Management Agreement between the Manager and the Association along with the Service Level Agreement (these three documents are hereafter referred to as the "**Agreement**"). The Standard Terms and Conditions are subject to change from time to time by the Manager; please consult the Board Portal for the current version.

1. Manager's Duties and Responsibilities

- (a) **General** – The Manager shall perform management services on behalf of the Association in accordance with the Service Level Agreement.
- (b) **Licensure** – The Manager shall obtain all licenses, permits and approvals as are necessary to fulfill its obligations under this Agreement.
- (c) **Employees of the Manager** – The Manager shall assign a specific individual to be the primary representative of the Manager (the "**Manager Representative**") in carrying out its responsibilities in this Agreement. The Manager is free to hire employees and/or independent contractors at its discretion and may, at its discretion from time to time, change the Manager Representative. Upon written request from the Board for a change in the Manager Representative, the Manager shall make a change if reasonably possible.
- (d) **Communication**
 - (i) **Board Communications** – The Manager intends to communicate primarily through Manager Representative to the President of the Association. The Manager may communicate directly with the Board and committee members as necessary in support of their duties pertaining to their office and with the Association property owners ("owners") as necessary in carrying out the Manager's authorized actions contemplated under this Agreement, including communications via email and the Board Portal. Manager and Manager's Representative shall be fully entitled to act on behalf of the Association or the Board upon (i) authority delegated under this Agreement; (ii) instructions (oral or written) received from the Board or the President of the Association; (iii) communications occurring in meetings of the Board or its committees; or (iv) instructions posted on the Board Portal. Manager may act in reliance upon any instruction, instrument or signature reasonably believed by Manager to be genuine. In the event of conflicting instructions from the Board, Manager will seek and follow instructions from the Board President for resolution and clarification. The Manager will notify the Association pursuant to this Section 1(d) of any changes to its mailing address.
 - (ii) **Owner Communications** – Owners should communicate with Manager primarily through the Customer Service Representatives in the Manager's Customer Service Group or through their private Resident portal where owners self-serve and access most pertinent information. The following contact information will be provided for owners:
 - Main website URL: www.RealManage.com
 - Customer Service Group email address: realservice@ciramail.com
 - Customer Service Group phone number: 1.866.4.RealService (1.866.473.2573)
 - (iii) **Signage** – The Manager, at Manager's discretion, shall place signage on the Association property, in a style and design consistent with the property, with the name, logo, and contact information for the Manager.
 - (iv) **Advertising** - Each Party agrees that the Manager is free to sell and insert advertising in RealNews, RealWeb, and portals.
- (e) **Response Time** – The Manager shall use commercially reasonable efforts to respond to each communication from the Association prior to the end of the business day following delivery of verbal or electronic communication and within one business week for written communication. Association understands that Manager represents other clients and the Association (through its President or its Board) and Manager shall mutually agree upon a reasonable time to respond or complete an assigned task and that, lacking such agreement, it shall be the sole determination of the Manager to use its reasonable discretion to prioritize the task given its other responsibilities and the appropriate level of urgency or entity.
- (f) **Financial Accounts**
 - (i) **Operating Account** – The Manager is authorized to establish and maintain bank account(s) in the name of the Association for the Association's operating funds with a federally-insured financial institution selected by Manager. The account shall include two (2) board members and the Manager as signatories. The Manager shall not commingle any of the Association's operating funds with any funds or other property of the Manager or of any other person or entity, except for cash receipts and other situations where it is not possible to keep funds separate, which Manager may deposit to a central account, provided an equivalent amount is promptly deposited to the Association account.
 - (ii) **Reserve Account** – The Manager is authorized to establish and maintain one or more reserve account(s) in the name of the Association for the Association's reserve funds in accordance with the Board's instructions. All reserve accounts established for the Association shall include two (2) board members and the Manager as signatories. The Manager shall not commingle any of such funds with any funds or other property of the Manager or of any other person or entity. The Association agrees that the Manager is not a financial advisor or investment manager and does not recommend investment strategies for the Association.



(iii) **(iii) Disbursement Authority** – The Manager is granted the authority to make all required disbursements at the Manager's own discretion for the Association as evidenced by invoices, written bills or statements, such disbursements to be made from assessments collected from Owners' ("Assessments"). The board may approve all non-ACH invoices via the Board Portal prior to disbursement. In the event that there is no approved budget in the current year, the previous year's budget shall prevail or apply. The Manager is granted the authority to make all required funds transfers between the Association's Operating and Reserve Accounts as needed to facilitate the Association's proper cash management. The Manager shall not be obligated to make any advance to or for the account of the Association or to pay any sum, except out of the Assessments, nor shall the Manager be obligated to incur any liability for the account of the Association. All non-budget expenditures are subject to specific Board authorization. Manager is granted the authority to execute a priority response agreement engaging Manager's preferred restoration contractor on behalf of the Association to address needs for emergency response, loss mitigation, restoration and reconstruction.

(iv) **Financial Institution Arrangements** – The Manager has entered into, or may enter into, arrangements with one or more banks relating to the Services to be provided to the Association. In turn, the banks provide to the Manager certain services which involve, or are incidental to, a normal banking function (the "Banking Services"), and the banks may provide these Banking Services to the Manager either directly or through third parties.

- (g) **Manager's Insurance** – The Manager shall maintain in full force and effect a general liability insurance policy. The Manager shall additionally maintain in full force and effect a Worker's Compensation insurance policy as required by prevailing state statute.
- (h) **Competitive Bids** – Large capital expenditures shall be awarded on the basis of competitive bidding with multiple written bids where possible and practical and accompanied by Manager's summary and analysis as to the most acceptable or suitable bid. The Association shall be free to accept or reject any and all bids. For maintenance requirements not exceeding two thousand five hundred dollars (\$2,500), Manager is authorized to assign the work to a reliable vendor without competitive bidding. Manager may from time to time elect to use its own employees, or agents for such services to the Association. Manager will charge ten percent (10%) of the bid price for construction or repair project administration for projects exceeding five thousand dollars (\$5,000). There is no charge for construction or repair project administration if the Association selects one of Manager's Affiliated or Partner Companies.
- (i) **Lender Questionnaires and Certifications** – The Manager is authorized to answer questions provided by lenders and charge the requestor for the service, depending on the nature of the requests. The Manager will answer the questions solely as an agent for the Association to the best of the Manager's ability based upon information that is known and tracked by the Manager. The Manager is also authorized to refuse to answer any or all questions if the information is not readily available, verifiable, or could be perceived as providing a legal opinion. The Manager is further authorized to seek counsel as required for responses from the Association's attorney of record with the cost of such counsel borne by the association or passed onto the lender that originated the request. The Association has the right to "opt-out" of this service with prior written notice to the Manager.
- (j) **Legal, Auditing, Social Media Management, and Security Services** – Manager is not a law firm, is not licensed to practice law and does not provide legal services, and the services of the Manager under this Agreement do not include the rendering of legal services by the Manager or any attorney employed or engaged by the Manager; Manager is not an accounting or auditing firm, is not licensed to practice accounting or auditing, and the Manager will provide only the accounting services expressly described in this Agreement; and Manager is not in the business of providing security guards or other security services, is not licensed to provide such guards or services, the services of the Manager under this Agreement do not include providing security systems to protect the Common Areas or the real or personal property of any owner and the Manager shall not be liable for any loss or damage by the inadequacy or ineffectiveness of any security systems; Manager is not a social media manager and does not provide and social media management. The Association is solely responsible for creation and maintenance of their social media accounts or any blogs or blog-like platforms. The Association shall assume all liability from any actions stemming from its social media including, but not limited to, any posts, comments, pictures, or videos.

2. Association's Duties and Responsibilities – The Association shall (or shall cause its Board to) fulfill the following duties and responsibilities:

- (a) **General** – The Board shall exercise oversight and governance of the Association and provide such guidance and policies to the Manager as necessary so that the Manager can efficiently carry out its duties contemplated in this Agreement. The Board shall not inhibit the Manager in any way in the performance of the duties required by this Agreement and to do so is considered a breach of this Agreement.
- (b) **Policies** – The Board shall clearly communicate in writing its policies to the Manager pertaining to deed restriction enforcement guidelines, architectural guidelines and general community activities.
- (c) **Committees** – The Board shall establish and maintain committees in accordance with the Organizational Documents to facilitate the operation of the Association.



- (d) **Budgets** – The Board shall be responsible for the approval of the annual operating budgets and the reserve budget and for setting the assessments, both regular and special in nature.
- (e) **Licensure** – The Association shall maintain all licenses, permits and approvals as are necessary to operate the Association.
- (f) **Association Insurance** – The Association gives the Manager permission to send an Broker of Record change to the Association's current insurance providers stating that the Association wishes to name CiraConnect Insurance Services as its exclusive representative effective immediately for all lines of business, currently in force or submitted by application. The Association shall maintain in full force and effect at all times and at its own expense a general liability insurance with limits equal to or greater than \$3,000,000 each occurrence and \$3,000,000 in the aggregate, which shall include coverage for any employee-related claims of management staff. Manager shall be named as an additional insured on the Association's general liability insurance, along with a waiver of subrogation reasonably acceptable to Manager. The Association shall also maintain in full force and effect 1) Directors and Officers coverage, and 2) Fidelity/Crime insurance that includes (a) Employee Theft, and (b) Computer and Funds Transfer Fraud Coverage, with a minimum limit equal to the equivalent of three (3) months' assessments plus the amount of reserve funds held by the Association, or \$250,000, whichever is greater, for each coverage. The policies shall name the Manager as an Insured. Should the Association fail to do all obligations of this Section 2(f), it shall constitute a breach of this Agreement by the Association. Should a breach of Section 2(f) occur, Manager may, at its sole option, terminate this Agreement upon written notice to Association. The Association policies under this Section 2(f) shall be primary and noncontributory to any insurance carried by the Manager. The companies providing insurance for the Association under this Section 2(f) shall be acceptable to Manager. Where required by law the Association shall maintain in full force and effect Workers Compensation insurance in amounts as required by law. Where required by law the Association shall maintain in full force and effect such other insurance policies or coverages in amounts as required by law. Following written notice from Manager that the Association does not have evidence that the aforementioned coverages are in full force and effect, Manager may, but is not obligated to, secure such coverages or policies on behalf of the Association. Manager shall charge 5% of the total claim amount for the administration of any insurance claims provided however that the Association shall have no responsibility of obligation to pay or reimburse Manager for such fees or any other sum if the same is not actually reimbursed/paid to the Association by its insurance company. Manager does not have an obligation to perform such duties unless approved for payment by Association's insurance company. Manager may discontinue administration of insurance claims upon denial of payment by insurance carrier(s).
- (g) **No Other Manager** – The Association shall not engage any other person or entity with respect to managing the Association or the Common Area during the Term of this Agreement.
- (h) **Communications** – The Association and the Board shall communicate primarily through the President of the Association to the Manager Representative, and each such communication (oral or written) from the President or any other member of the Board is deemed to be made with the full authorization of the Association and the Board. The Board and committee members shall use all reasonable efforts to respond to all Manager communications (from the Manager Representative or otherwise) in a timely fashion according to the agreed upon due dates in order to facilitate the operation of the Association, including any communications via the Board Portal. The Association will notify the Manager pursuant to this Section 2(h) of any changes to the President's or other Board member's mailing addresses.
- (i) **Taxpayer Identification Number** – The Association acknowledges that its Taxpayer Identification Number (TIN) must be provided to the Manager at the time this Agreement is executed. Failure to provide a valid TIN will interfere with the Manager's ability to perform duties outlined in this Agreement.
- (j) **Financial Accounts** – The Board shall provide specific instructions to the Manager regarding the investment strategy for the Association's financial account(s).
- (k) **Association Data** – The Association shall promptly deliver to the Manager complete and accurate (i) data pertaining specifically to the operation of the Association, such as lists of the members of the Board, the Association's officers and the owners and their respective addresses, phone numbers and e-mail addresses, the Association's financial reports and Organizational Documents, that is necessary for Manager to fulfill its obligations under this Agreement; (ii) copies of all legal documents applicable to the Association and the Common Area (as well as any amendments to such documents), including without limitation any renderings of plat maps, each in an electronic format acceptable to Manager; (iii) information from the previous manager; or (iv) any information collected or generated during the Term of this Agreement by the Association, the Board or by other third parties (collectively the "Data"). Such Data supplied to the Manager shall be deemed to be complete and accurate without further attempts to verify the accuracy by the Manager.
- (l) **Collections** – The Association grants Manager the delegated authority to refer delinquent homeowner accounts to the Association's collection attorney per the Manager's standard collection policy and in accordance with the Association's collections guidelines. The Association may amend or revoke the terms of this authority by providing written notice to the Manager.



(m) **Legislative Actions** - Association agrees to reimburse Manager for any additional time that results from a change in legislation that requires Manager to perform additional duties to confirm compliance or to directly or indirectly bring the Association into compliance.

3. Written Notice of Failure to Cure a Breach – In the event that a Party (the “Defaulting Party”) breaches any term specified in this Agreement (a “Breach”), the other Party may deliver to the Defaulting Party a written notice, pursuant to Section 9(b), that (i) contains the words “Written Notice of Breach” and (ii) clearly states the Breach so that the Defaulting Party may cure the Breach (such notice being a “Written Notice of Breach”). In the event that any Breach is not cured within thirty (30) days after delivery to the Defaulting Party of a Written Notice of Breach, the other Party shall have until the forty-fifth (45th) day after delivery to the Defaulting Party of a Written Notice of Breach, to terminate this Agreement by delivery to the Defaulting Party of a written notice, pursuant to Section 9(b), that (i) contains the words “Termination Notice Due to Failure to Cure a Breach” and (ii) clearly states any such Breach previously identified in the Written Notice of Breach that had not been cured during the thirty (30) day cure period (any such notice being a “Termination Notice Due to Failure to Cure a Breach”). If a Termination Notice Due to Failure to Cure a Breach is not delivered within forty-five (45) days after delivery to the Defaulting Party of a Written Notice of Breach, then the Breach is to be considered cured. Resolution of any disagreement between the Parties as to whether the Breach has been cured shall be in accordance with Section 9(j).

4. Actions Upon Termination⁷ – Upon expiration or termination of this Agreement the Parties’ rights and obligations shall include the following:

- (a) Upon notice of Termination:
 - (i) Manager will cease preparation of the upcoming fiscal year's annual budget
 - (ii) Manager will cease some assessment billing and collection functions
- (b) Approximately ten (10) days prior to Termination:
 - (i) Manager will cease vendor accounts payable functions
- (c) Upon Termination:
 - (i) All unpaid management fees, reimbursable expenses, and other expenses due to Manager shall immediately become due and payable; the Association shall allow the Manager to offset such amounts against Association funds held or controlled.
- (d) Within two (2) business days following Termination, the Manager shall deliver the following items to the Board or its designated representative:
 - (i) Keys to common areas
 - (ii) Personal property of the Association
 - (iii) Petty cash
 - (iv) Physical files in Manager’s possession
 - (v) Removal of any Manager’s signage
- (e) Within ten (10) business days following Termination, the Manager shall deliver the following items to the Board or its designated representative:
 - (i) Lot/unit owner roster as of the final day of management
 - (ii) Copies of all of the governing documents
 - (iii) Copies of all vendor contracts and contact information
 - (iv) Copies of all insurance policies
 - (v) Copies of all board clarifications, resolutions, and policies
 - (vi) Bank names
 - (vii) Federal employer tax identification number
 - (viii) Account numbers
 - (ix) Contact information and balance information
 - (x) Check to fund the community’s new operating account
 - (xi) Check(s) to fund reserve account(s)
- (f) Within twenty (20) business days following Termination, the Manager shall deliver the following items to the Board or its designated representative:
 - (i) Copies of all documents in Manager’s possession except information deemed by Manager to be proprietary in nature (such delivery may be in electronic format as determined by Manager)
 - (ii) Financial statements for the final accounting period
 - (iii) All remaining funds of the Association subject to the limitations stated in 4(c)
- (g) Any time following twenty (20) days after Termination:
 - (i) All responsibility of Manager to Association ceases; thereafter any requests for documents, records or information of any sort shall be subject to the Manager’s then current price schedule for such services



(ii) The Association's access to the Board Portal shall be terminated

5. Intellectual Property Rights of Manager

(a) The Association acknowledges and agrees that, during and after the Term, except for the rights granted to the Association under this Agreement, the Association shall have no right, title or interest in, to and under any and all Intellectual Property Rights (as defined in Section 5(d)) relating to, arising out of or in connection with (i) the Manager's corporate or any other business names or logos, (ii) the Services, (iii) the software (use code and source code) and other technology used by the Manager to provide the Services, including without limitation programs, methods of processing, improvements, modifications, enhancements and other proprietary rights inherent in and appurtenant thereto (the "**Applications**"), or (iv) any user manuals or other documentation prepared by or on behalf of the Manager describing the Services, the functionality of any of the Applications or the methods of providing the Services (the "**Documentation**").

(b) The Association shall not, and will cause each of its affiliates and representatives not to, (i) make any modifications to or derivations of the Applications, the Services or the Documentation or (ii) reverse engineer or otherwise attempt to reproduce all or any part of the Applications. If the Association or any of its affiliates or representatives make any modification, alteration or enhancement with or without the Manager's written consent to the Applications, the Services or the Documentation, such modification, alteration or enhancement, including all Intellectual Property Rights related thereto, will be and remain the sole and exclusive property of the Manager.

(c) The Association will ensure that any proprietary notices or legends of Manager contained in or on any copies of the Applications, the Services or the Documentation remain in or on the original and copies thereof. The Association will not attempt to obtain or to adversely affect any Intellectual Property Rights relating to, arising out of or in connection with the Applications, the Services or the Documentation or any part thereof.

(d) Under this Agreement, the term "**Intellectual Property Rights**" means any and all patents (including all reissues, divisions, continuations and extensions of such patents), patent applications, trademarks, trademark registrations, servicemarks, trademark registration applications, tradenames, any other names and slogans embodying business, product or service goodwill or any copyrights, designs, trade secrets, inventions, know-how, processes or other confidential or proprietary information.

6. Intellectual Property Rights of Association – The Association hereby grants the Manager the unrestricted right, subject to Section 7, to use the Data in the performance of Manager's obligations under this Agreement. Manager acknowledges and agrees that, during and after the Term, except as contemplated by this Agreement, Manager will have no right, title or interest in, to and under any and all Intellectual Property Rights relating to the Data.

7. Confidentiality

(a) Unless directed to do so by the Board, the Manager shall not release or distribute the names, addresses, emails or phone numbers of Association members to third parties without the consent of such members except as required to fulfill its duties as Manager or by law.

(b) In connection with this Agreement, each Party will disclose (the "**Disclosing Party**") to the other Party (the "**Recipient**") certain oral and written information and material concerning the Disclosing Party's business, including, but not limited to information regarding the Services, Applications and Documentation disclosed by the Manager and information regarding the Data disclosed by the Association, together with any other information disclosed by a Disclosing Party to Recipient and marked as confidential (such information and material of any Party, together with information pertaining to the economic terms of this Agreement, is referred to in this Agreement as "**Confidential Information**"). Each Party agrees that it will hold the Confidential Information of the Disclosing Party in strict confidence and will not disclose any of such information to any person or entity other than to Recipient's officers, directors, managers, partners, employees, independent contractors, attorneys, accountants and current or prospective lenders or investors; provided, however, that Recipient shall cause all such persons to comply with the terms of this Section 7 and the related provisions of Section 4(d). The obligations contained in this Section 7 shall not apply to information that: (i) is developed by Recipient independent of the Disclosing Party and its Confidential Information, as evidenced by written or electronic documentation; (ii) has passed into the public domain through no act or omission of Recipient in violation of this Agreement; (iii) is lawfully received by Recipient from a third party that, to Recipient's knowledge after due inquiry, does not breach an obligation of confidentiality relating to such information; or (iv) is required to be disclosed by Recipient pursuant to an applicable regulation (including as a result of filings with the Securities and Exchange Commission) or an order issued by a court of law or any federal, state or municipal regulatory or administrative agency or any other applicable law or legal process. Notwithstanding the foregoing, nothing in this provision shall exclude the Association from disclosing information to homeowners as required under Florida Statutes 718, 719, and 720.

8. Injunctive Relief – Notwithstanding any other provision of this Agreement, the Parties understand and agree that remedies at law would be inadequate in the case of any breach of the provisions of Sections 2(g), 5, 6, 7, and 9(m), and the Parties agree that each Party will be entitled to equitable relief, including the remedy of specific performance, without posting of bond or other security,



with respect to any breach or attempted breach of such provisions.

9. General

(a) **Entire Agreement** – These Standard Terms and Conditions, as hereafter amended, along with the Service Level Agreement and the Management Agreement, set forth the entire agreement and understanding between the Parties relating to the subject matter hereof and supersedes all previous agreements between the Parties, whether written or oral, with respect to the subject matter hereof.

(b) **Notices** – All notices pertaining to Section 10(b) "Termination" of the Management Agreement shall be in writing and shall be delivered personally or by overnight courier or mailed by U.S. mail with proof of delivery to the applicable Party at the address provided by the other party.

(c) **Force Majeure** – No Party shall be liable for failure of performance under this Agreement (except for failure to pay amounts owing) due to war (declared or undeclared), fire, flood, interruption of transportation, embargo, accident, explosion, governmental order, regulations, restrictions, rationing or by strike, lockout or any other cause beyond the reasonable control of such Party. Any suspension of performance by reason of this provision shall be limited to the period during which such cause of failure exists, and any Party that is not performing hereunder in accordance with this Section 9(c) shall immediately resume its performance hereunder at the time such cause of the failure no longer exists. Any such suspension shall not affect the running of the Term. Notice of any such disability and any abatement shall be promptly delivered to the other Party by the Party claiming the benefit of this Section 9(c).

(d) **Severability** – If any provision contained in this Agreement shall be held to be invalid, illegal or unenforceable under present or future laws effective during the term hereof, then such provisions shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically by the Parties as a part hereof a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable, and the parties hereby agree to such provision.

(e) **Waiver** – The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

(f) **Assignability; Binding on Successors; No Third-party Beneficiaries** – This Agreement is fully assignable without consent of either Party. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns. No provisions of this Agreement are intended, nor will be interpreted, to provide or create any third party beneficiary rights or any other rights of any kind in any other person or entity, except as specifically provided in this Agreement with respect to the Manager Parties and the Association Parties.

(g) **Interpretation** – When a reference is made in this Agreement to a Section or Exhibit, such reference shall be to a Section or Exhibit of or to this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation" or words of similar import. "Business Day" means any day other than any Saturday, Sunday and any other day on which banks chartered by the U.S. government are authorized to be closed.

(h) **Counterparts; Facsimile Signatures** – This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument. A photographic, photostatic, facsimile or similar reproduction of a signature of this Agreement by or on behalf of any Party shall be regarded as signed by that Party for the purposes of this Agreement.

(i) **Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the state of Florida and venue for any action by any party to this Agreement against any other party shall be brought in the county where the Association is located.

(j) **Dispute Resolution** – Except for any injunctive relief, as provided for in Section 8, which may be pursued without regard to this Section 9(j), any dispute between any Manager Party and any Association Party relating to, arising out of, or in connection in any way with, the transactions contemplated hereby shall attempt to be settled first by mutual agreement, then by mediation, then binding arbitration to be conducted in the city and state where the Association is located.

(k) **Attorney Fees** – If either Party hereto shall seek legal action to enforce the terms and conditions hereof, or to settle any and all claims, disputes or other matters in question arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs, taxable or otherwise, at trial and through any and all court proceedings, including, but not limited, to any and all appeals, from the other Party. The prevailing Party shall also be entitled to attorneys' fees and costs incurred in any proceeding to address entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs.



(l) **Survival; Limitations Period** – Notwithstanding any other provisions in this Agreement, Sections 5, 6, and 7 of the Management Agreement, and Sections 4(d), 5, 6, 7, 8, and 9 of the Standard Terms and Conditions shall survive the termination or expiration of the Term, in whole or in part. **A Party (including any Manager Party and Any Association Party) shall assert any cause of action or other claim (including under Section 6 of the Management Agreement) against a Party relating to, arising out of or in connection with this Agreement within twelve (12) months of the time the person or entity knew or should have known of such claim, otherwise, any right to any such claim will have been forfeited.**

(m) **Non-Solicitation** – In consideration of the disclosure of confidential information and in furtherance of the obligations of the Manager under Section 1, the Association shall not, during the Term or at any time for one year after the Term, directly or indirectly solicit for employment or hire or utilize the services of any employee, representative or consultant of the Manager or assist any third party so doing. The Manager shall be entitled to the equivalent of half of the employee's annual wage as liquidated damages for violations to this restriction.

(n) **Cumulative Remedies** – Any exercise by a Party hereto of its rights under this Agreement shall be cumulative and in addition to any other remedies to which that Party may be entitled.

(o) **Status** – The Manager shall at all times during the Term be and act as an independent contractor of the Association with respect to its rights and obligations under this Agreement. This Agreement does not, and shall not be deemed to; create a joint venture, partnership or employer-employee relationship between the Association and the Manager. The Parties agree that Manager is deemed not to have the duties of a trustee or other fiduciary with respect to the Association, the owners or the Board, or any of the tasks Manager shall perform for the Association.

(p) **Authority** - If the Association is incorporated, it is understood and so assured by the signer that the person signing on behalf of Association is a duly elected officer thereof and has corporate authority to execute contracts. If Association is un-incorporated, and this Agreement is signed by both parties prior to the first (organizational) homeowners meeting, it is understood and assured by the person signing on behalf of Association that the Association automatically assumes or will assume the full legal obligations of this Agreement for the full term stated in this Agreement and that no provisions to the contrary are or will be included in the Association's Covenants, Conditions and Restrictions or Bylaws.

10. Affiliated or Partner Companies and Divisions – This is to give you notice that RealManage LLC ("MANAGER"), through its affiliated or partner companies, or divisions, provides certain services to community associations in a business and/or fiscal relationship. MANAGER's affiliated businesses are Community Cable Consulting, and Standpoint LLC. MANAGER's divisions are Association Specialty Group, CiraConnect Insurance Services, GrandManors. The restoration and mediation services relationships are - ServePro and Super Restorations. The Association is not obligated in any manner to use any of the aforementioned affiliated or related companies or divisions to perform services other than those provided by MANAGER under this Agreement, nor is MANAGER precluded from obtaining competitive bids, when required to present to the Board of Directors for approval.

11. Items Not by Association:

Owner/Tenant Background Screenings (Tenant Evaluations) are Per Florida Statute. Current Statute Rates Are: \$150.00 per person or \$150.00 per married couple charged to Applicant.

Estoppel Fees to Buyers/Sellers of Homes/Units Are Per Florida Statute. Current Statue Rates Are:

- a) \$299.00 for Regular Request to provide within ten (10) days
- b) +\$119.00 for Rush Request to provide within three (3) days
- c) +\$179.00 if the unit owner is delinquent

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