

DONASHER & ASSOCIATES, INC.  
ASSOCIATION MANAGEMENT AGREEMENT

This AGREEMENT is made between LAKESHORE CLUB OF POLK COUNTY HOMEOWNERS ASSOCIATION, INC., a Florida Corporation (hereinafter referred to as the "Association" and/or "Board"), located in Orange County Florida and DON ASHER & ASSOCIATES, INC., a Florida corporation (hereinafter referred to as "Agent").

WHEREAS, Association has been formed to act on behalf of its members collectively as their governing body with respect to the administration, maintenance, repair, and replacement of common property and to administer and enforce the Association's governing documents; and is a corporation formed under the laws of the state of Florida.

For the purpose of the Agreement, the Board of Directors of the Association is the Representative of Association in all dealings between the two parties to this Agreement.

WHEREAS, Association desires to employ Agent and Agent desires to become employed by Association exclusively to manage Association upon the terms hereinafter set forth;

WHEREAS, the Board is empowered by provisions of the Bylaws of Association to contract with such an organization,

NOW THEREFORE, It is agreed as follows:

Article I - CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement and Addenda A and B.

Article II - MANAGEMENT RELATIONSHIP

Except as required by Fla. Stat. 468.4334(1), Agent shall be an independent contractor in performing its functions on behalf of Association. The President or other authorized officer of Association shall sign all contracts unless there is an emergency or unless Agent is specifically directed by Board resolution to sign contracts on behalf of Association.

Agent fully accepts that its function is to assist the Board of Directors in the operation and administration of Association. Notwithstanding the express authority given to Agent in this Agreement, it is understood and agreed that Agent shall at all times confer fully and freely with the Board of Directors through its liaison in the performance of the services set forth in this Agreement.

Article III - RESPONSIBILITY OF MANAGEMENT

Agent agrees to perform, or cause to be performed, the services as stated in this Agreement and as listed in the specifications attached here as Addendum A in the name of and on behalf of Association and Association gives Agent authority and powers required to perform these services.

A. Maintain Association's records, files and books of account in good order; be the custodian of the official records and files of Association; and provide access to the records to the lot owners at the office of Agent with prior appointment and reasonable notice according to the terms of a written policy adopted by the Board and Chapter 720, Fla. Stat. Upon advance notice, the Board shall have unfettered access to the Association's records. ✓

B. Agent shall not be required to use its own funds for Association or to assume any liability on Association's behalf

X Agent shall only be in control of one account maintained at BB&T that will be funded by owner assessment payments via BB&T's lockbox and payments hand delivered to Association's onsite office. Agent shall process assessments payments delivered to the onsite office and credit those payments on the date they were delivered to the onsite office. Agent shall pay all Association operating expenses from the BB&T account. Any balance in the BB&T account at the end of the month after all operating costs are paid shall be transferred by Agent from the BB&T account to the Association's Suntrust account, which shall be in the sole custody and control of the Association. Except for the onsite manager's salary, which shall be paid by Agent from the BB&T account, All employee wages shall be paid by the Association out of the Suntrust account and signed by the officers of the

Association. Any additional or optional services offered by Agent shall be provided only upon the prior written consent of the Association. Agent shall provide detailed invoices for such services.

- C. Subject to this Agreement and at the direction and expense of Association, Agent shall cause the building, appurtenances and common grounds of the property and its common areas and facilities to be maintained according to standards acceptable to Association as outlined in Addendum A. For any one item of repair or replacement, the expense incurred shall not exceed the sum of FIVE HUNDRED DOLLARS (\$500) unless specifically authorized by the Board by separate writing or by a budget which has been approved by the Board; provided, however, that emergency repairs involving manifest danger to life or safety of the property or for the safety of the owners, or required to avoid the suspension of any necessary service to the property or to its common areas and facilities, may be made by Agent irrespective of the cost limitation imposed by this paragraph.
- D. Subject to this contractual Agreement and approval by Association, Agent shall negotiate and present to the Board for approval contracts for maintenance and other necessary services which Agent or Association shall deem advisable within the scope of services defined in Addendum A. Agent shall also place orders for equipment, tools, appliances, materials and supplies as are necessary to properly maintain the common and limited common areas and facilities. All such contracts and orders shall be made in the name of Association and shall be subject to the limitations set forth in Paragraph D. When taking bids or issuing purchase orders, Agent shall act at all times under the direction of Association and shall be under a duty to secure for and credit to the latter any discounts, commissions or rebates obtainable as a result of such purchases. Agent shall maintain appropriate records, including detailed receipts and invoices, of all such contracts and orders.
- E. Agent shall have NO authority or responsibility for maintenance or repairs to individual dwelling units. Agent DOES have the responsibility to require and enforce those maintenance and repairs on individual units as outlined in Association covenants and restrictions.
- F. Should Agent be retained by individual owners to serve as a rental agent, it is understood that Agent shall have primary responsibility to Association. Agent shall not perform any service for or carry out any duties of individual owners in its capacity as rental agent, which shall be to the detriment of Association as a whole.
- G. Selection of the Manager assigned to Association shall be within the discretion of Agent. However, such Manager shall be bilingual in English and Spanish, and the Board shall be entitled, upon written notice to Agent, to have the designated Association Manager changed. The Manager shall, upon not less than 96 hours notice, attend meetings of the Board as required by Addendum A.
- H.
- I. Employees of Agent who handle or are responsible for the handling of Association's monies shall be bonded or insured by a fidelity bond in the amount mutually agreed upon, but no less than \$600,000. *300,000 / or*

#### Article IV - RESPONSIBILITY OF ASSOCIATION

In order for Agent to effectively perform its duties, Association agrees to assume the following responsibilities:

- A. Maintain a legally constituted Board of Directors.
- B. Appoint one (1) Board member or authorized representative to act as liaison to coordinate with Agent on Association business. Unless a specific appointment is made in writing, the liaison shall be the President of Association. Agent takes its authority and direction from the policies adopted by the Board and directives, written and oral, by the Board's liaison and cannot accept direction from any Association member(s) or member(s) of the Board or committee(s) without written approval and mutual consent of the Board and Manager.
- C. Supply Agent with an accurate owner's information roster, showing names as recorded on the deed, the last known address, phone numbers (if known), and any other pertinent facts with regard to ownership of the property. Any changes shall be communicated immediately to Agent.
- D. Association shall furnish Agent with a complete set of Association legal documents and any

amendments that show the stamp of recording of the County and complete records and files of Association for one year prior to the date of this Agreement.

- E. Failure of the Board to provide adequate information to Agent, or if such information is not received in a timely manner, will revoke the right of Association to claim non-performance as to duties that require such information. Such information limited to that needed by Agent to perform its duties under this contract, anything pertaining the name of the Association, or used by the Association
- F. Association shall not interfere with, nor allow or cause any of the Officers, Directors, or members to interfere with, Agent in the performance of its duties or the legitimate exercise of any of its powers, including, but not limited to direct contact with those persons or organizations performing services under the supervision of Agent.
- G. Agent shall have the right to charge any authorized party or owner requesting information or service which is under the control of Agent, to cover Agent's expenses as they relate to the specific request (i.e., copies of Association documents, estoppels, financial reports, violation reports, etc.), including Agent's use of a printing company to provide the copies required, and as allowed by Chapter 720, Fla. Stat. .  
✓ Any documents or records requested by an owner that are located at the Association's onsite office will be provided at no cost

#### Article V - COMPENSATION

##### Management Services:

For the services described in this Agreement, Agent will receive from Association a fee of \$2,500.00 per month for 500 units/lots. Manager salary will be set and approved by the Association annually. ✓  
The fee is independent of all other items in the Agreement and is payable regardless of the other expenses incurred by Association. Agent shall be compensated for all direct expenses pertaining to Association business including mailing, photocopies, long distance phone calls, etc. as outlined in Addendum B attached hereto which is subject to change. All fees are due and payable on the 1st day of each month during which such services are to be provided. Direct expenses are due when incurred or the 1st of the month following the occurrence thereof. Compensation to Agent shall increase by a maximum of 3% annually on the anniversary date of this agreement unless negotiated by parties before contract automatically renews.

##### Additional Services:

Services not specifically stated in this Agreement may be available at additional charge.

#### Article VI - CONTRACT PERIOD AND TERMINATION

Association hereby employs Agent exclusively to operate and manage Association under the terms and conditions herein for the period of (1) year beginning on the 13th day September 2016 and ending on the 31st day of August 2017. In the event a new Agreement is not delivered and agreed upon prior to the expiration date of this Agreement, this Agreement shall automatically renew for one-year periods, unless either party hereto shall notify the other in writing of an intention to terminate this Agreement sixty (60) days prior to the anniversary date.

- X Either party to this Agreement may terminate this Agreement after nine (9) months with thirty (30) days written notice to the other party with or without cause. All notices as provided for, or as may be desirable, shall be in writing and sent postage prepaid by Certified Mail, Return Receipt Requested.

Agent has the right to terminate immediately in case of non-payment within twenty-five (25) days of due date. In no case shall such termination forfeit any rights of Agent to collect its compensation according to this Agreement.

For purposes of this Agreement, termination notices shall be in writing and sent postage prepaid by Certified Mail, Return Receipt Requested to Agent at 1801 Cook Ave, Orlando, Florida, 32806; and to Association c/o the President or to other parties, who may from time to time, be designated.

Upon termination of this Agreement, as set forth above, Agent shall provide to Association all books and records belonging to or forming part of the accounts of Association including but not limited to fees, receipts, complaints, ledgers, bills, invoices, files, tax records, insurance policies, and checks within fifteen (15) days after expiration of this Agreement.

#### Article VII - LIABILITY OF AGENT

Except for willful acts or for breaches of duties constituting gross negligence, Association shall indemnify and hold Agent harmless from all claims, actions and damages arising from the performance of its duties under this Agreement.

Regardless of the provisions of indemnification set forth above, Agent shall maintain in force, for the entire term of the Agreement, liability and business insurance, fidelity bond and workers compensation.

Notwithstanding the foregoing, the Board shall name Agent as an insured on Association's liability and casualty policies and directors and officer's liability policy(s) and shall provide Agent with a Certificate of Insurance evidencing the same.

Association shall indemnify, defend and save Agent harmless from all claims, investigations and suits with respect to any alleged or actual violation of State or Federal labor laws, environmental protection laws, fair housing laws, fair employment laws, or for any other reason whatsoever, where the alleged or actual violations are the result of action taken at the direction of the Board. Association's obligation under this Paragraph shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expenses and attorney's fees.

Said Indemnification as outlined in above Paragraphs shall survive this Agreement for a period not less than the term of the Statute of Limitations for bringing any action against Agent or Association for acts performed under the terms of this Agreement or while this Agreement is in effect. Termination of this Agreement shall not terminate any liability or obligation of Association to Agent for any act or occurrence having taken place during the term of the Agreement or for any indemnification, payment reimbursement or other sum of money due and payable or thereafter becoming due and payable to Agent.

Agent will indemnify, save and hold Association harmless and shall defend Association from all loss, damage or injury, including all judgments, liens, liabilities, debts and obligations resulting from actions outside the scope of Agent's authority, wanton or willful or intentional acts or injuries done or caused by Agent, its officers, directors, agents or employees which cause harm to persons or property or which cause a monetary loss or expense to Association. In no event, however, shall Agent be liable to Association for any errors of judgment Agent may commit or refrain from committing in the performance of its duties as long as Agent performs in accordance with industry standards.

#### Article VIII - MISCELLANEOUS

To the extent any definition is not inconsistent with Association's legal documents, unless the context shall require otherwise, the terms used in this Agreement shall have the same meaning as defined in the documents or as defined in the same manner as in Florida Statutes, if applicable.

Any conflict, real or perceived, will not affect the whole of this Agreement. Any such real or perceived conflict shall be negotiated between the parties of the Agreement.

No forgiveness of failure to perform shall be deemed a waiver upon any subsequent violation. Only a written instrument executed by all parties may modify this Agreement.

This Agreement signed in several original counterparts is to be construed as a bilateral Agreement. Headings are provided for convenience only and are not intended to be utilized in interpreting the intents. Terms of gender all refer to the off-site gender where appropriate and terms of singular shall refer to plural and vice versa.

Failure by the parties to this Agreement to insist upon the strict performance of any term of this Agreement or to exercise any right, power or remedy upon a breach thereof by the parties shall not constitute a waiver of any such term of any such breach. Waiver of any breach shall not affect or alter this Agreement, which shall continue in full force and effect with respect to any other then existing or subsequent breach by the parties.

Should any dispute arise as to the rights of any of the parties under this Agreement, including the powers and duties of the parties and all of the terms and conditions of this Agreement, and said dispute cannot be amicably settled and resolved between the parties, the parties shall submit the matter in controversy for mediation prior to court action. If the dispute results in attorney's fees to resolve, the prevailing party in and under this Agreement shall be entitled to recover costs and attorney's fees.

In the event that any provision or provisions of this Agreement shall be determined to be invalid, void, or unenforceable, such determination shall not affect the other provisions of this Agreement which can be given effect without the invalid, void or unenforceable provision or provisions.

This Agreement shall inure to the benefit of and constitute a binding obligation upon Agent and Association, its heirs, administrators, successor and assigns.

Any action commenced pursuant to this Agreement shall be brought in Orange County, Florida.

This Agreement also doesn't allow the Association to solicit, contract, or in anyway employ the present manager or staff employed by Don Asher & Associates, Inc. for a period of one (1) year after employment is terminated by Don Asher & Associates, Inc. *✓ 2*

Agent warrants and represents that it possesses and shall maintain during the term hereof all licenses, permits, approvals and similar items as are necessary and/or appropriate to its performance hereunder.

This Agreement, together with Addenda attached thereto, represent the parties' entire understanding and supersede any prior Agreement. The parties acknowledge that there are no other understandings between them in this regard, except as may be evidenced by written memorandum.

IN WITNESS, the parties have set their hands and seals this 16 day of September 2016.

Attest:

LAKESHORE CLUB OF POLK COUNTY INC.

By: Rafael Miller

President

Attest:

DON ASHER & ASSOCIATES, INC.

By: SD

S. Dean Asher, Vice President

#### ADDENDUMA

#### To Management Agreement MANAGEMENT SERVICES ON SITE

In the name of and on behalf of Association, Agent shall render services and perform duties as follows:

#### I. MANAGEMENT

- A. Take action as may be necessary to comply promptly with any governmental agency having jurisdiction over the same, unless specifically instructed by Association that it intends to contest such orders or requirements and that Agent shall not comply with the same. Agent shall promptly notify Association of any such orders or requirements upon receipt of the same.
- B. All acts performed, as Agent shall be on behalf of and at the expense to Association. Agent shall not be obligated to incur any liability or obligation on behalf of Association unless the necessary funds for discharge of the same are provided.

#### II. MAINTENANCE

- A. Cause the buildings, appurtenances and grounds of said property to be maintained according to standards acceptable to Association, including cleaning and such maintenance and repair work as may be necessary subject to any limitation imposed by Association in addition to those contained herein.
- B. General maintenance and repair work on requests, which are of routine or preventative nature.
- C. 24 hour/day, 7 days a week, on call emergency maintenance service for which Association would be responsible.
- D. Periodic visits of community and grounds for general upkeep and maintenance.
  - 1. Monthly inspections of any violations of Associations' Bylaws, Declaration of Covenants.
  - 2. Distribute, by U.S. Mail, covenant violation and/or maintenance/repair notices to unit owners resulting from inspections or the Board's requested complaints. In house services no charge.
  - 3. Supervision of all on site employees and contractor/vendors for scheduled maintenance and/or repairs to ensure work is promptly and properly completed. Our supervision doesn't imply that we will be on the property.
- E. Receive and handle all resident's request and/or complaints daily at the office. Follow up on all request/complaints until situations are resolved.
- F. Assist the Board in maintaining adequate and proper insurances.
- G. Supervision of all work performed on the location to include:
  - 1. D, 3 above.
  - 2. Obtain bids for review by the Board of Directors for contract work over FIVE HUNDRED DOLLARS (\$500.00).
  - 3. Oversee and supervise all outside contractors to insure the work is promptly and properly completed.
- H. Inform the Board of Directors of new procedures and techniques that could be of benefit to Association.
- I. Inform Board of Directors of laws, rules and legal precedents that affect Association.
- J. Have a representative at one regular monthly Board of Directors Meeting, no more than four per year. Agent will provide a management report at the Board of Directors meeting.
- K. Provide secretarial services as follows:
  - 1. Provide the typing of the minutes of the meetings of the Board of Directors. Agent will provide the typing of the meeting agendas. Agent will prepare and mail communications/correspondence to homeowners and absentee owners upon request of the Board of Directors. All postage and copies are to be paid by Association.
  - 2. Provide typing and main office filing service as needed for Association related matters.
  - 3. Provide copy service for all Association business matters. Black/white copies will be provided at the contracted cost of \$.15 per copy. Monthly, you will receive twenty-five (25) copies for free. Color copies will be provided at contracted cost of \$.25 per copy.
  - 4. Provide information as to the proposed purchasers or lessees or residents in accordance with Association documents. All costs associated with credit reports or residence checks will be charged to Association. This requested information will be forwarded to the Board of Directors for final approval.

### III. ACCOUNTING AND BOOKKEEPING

- A. Maintain separate accounting for:
  - 1. Each unit's assessments, payments, and late fees.
  - 2. Paid bills and provide signatures on all checks
  - 3. Any separate employees, including the on site manager hired by Association, including payroll taxes, FICA, and workers' compensation.

- B. Pay In a timely manner:
1. Association registration fees and other fees required by City, County, or State.
  2. All bills connected to the regular function of Association after review and verification with Association. All expenditures over FIVE HUNDRED DOLLARS (\$500.00) will be approved by the Board of Directors.
  3. All employees of Association.
- C. Maintain a file of all original billings, requests for payments and cancelled checks for the annual review.
- D. Handle all maintenance and assessments fees:
1. Collect fees due by mail and deposit into the appropriate checking and savings as delineated in Article III, Section D of the Agreement.
  2. Mail delinquent notices pursuant to collection policy
  3. Notify Board of Directors of all unit owners who are in arrears.
- E. Give Association a computerized monthly financial statement with copies of all bank statements no later than the 20<sup>th</sup> of each month for the preceding month. The financial statements will be sent via email to Board Members. (Balance sheet, profit & loss Vs Budget, Statement of assessment)
- F. Prepare a preliminary budget for subsequent years for Board review.
- G. All State and Federal taxes and reports shall be the responsibility of Association at its expense. However, Agent will assist in providing the necessary records to Association CPA.
- H. Any compilation, review or audit required by the Board or State laws shall be prepared at the expense of Association by CPAs and accountants of its selection.
- I. Agent will prepare information for the filing of liens for unpaid assessments on behalf of Association and will provide such to Association's attorney. All legal actions including lien foreclosure will be handled and paid for by Association. Association will select attorneys.
- J. Agent will attend and handle all necessary forms and notification of the Annual Meeting of Association. All costs involved with the Annual Meeting will be borne by Association.
- K. All property managers working with Association will be currently licensed Community Association Managers (LCAM), or staff personnel working with a licensed CAM.
- ✓ L. Board will be able to view Tops Software in a view only format and print or download reports on PDF, EXCEL or Word.
- ✓ M. If the Association leaves for any reason we will give them a copy of the Tops data file.
- X N. The Association will provide Management Company a copy of their collection policy. We will follow their ITL schedule.
- X O. Seven employees will be employees of the Association. Agent will use Association's Suntrust account to pay employees and incorporate such transactions into the Association's financials and accounting. The association also will maintain a workman comp policy, liability coverage, and any other insurance to cover the seven employees that work directly for the association. Don Asher & Associates, Inc will have no payroll liabilities, business risk, or the ability to hire or terminate these employees.

ADDENDUMB  
To Management Agreement  
Schedule of Reimbursable Expenses

Postage	Actual cost
Mailed Envelopes #10	\$ .10 each
Envelopes #9	\$ .10 each

Copies (after 25 per month)	\$ .15 per page
Color Copies	\$.25 per page
Bank charges	Actual cost
Check stock	No charge
Processing Payment coupons	\$1.00
Special assessment coupons	Negotiated with BOD.
Mailing Labels	No charge
Long distance calls	No charge
Faxes (outgoing)	No charge
(Incoming)	No charge
Attendance at Board meetings (exceeding 1 @ 2 hours) Manager on site	No charge On- ✓
site personnel including manager	Actual wage + 30% Off-
site storage of association records/boxes	Actual cost
Ownership transfer fee (paid by purchaser)	\$100.00 per transfer
Ownership rush fee 1-3 days(paid by purchaser)	\$30.00 per transfer
Gate Management	\$50.00 per month
Annual Report Filing	\$25.00
W-9 Forms and Preparation	\$15.00
Financial Binders (tabbed by month) Year End	Actual cost
Special Check Request Fee (1 per month free)	\$20.00
Intent to Lien Letter (see policy of collection)	\$45.00
Certified Mail per Letter	\$2.50
Late Notice (see policy of collection)	\$5.00
NSF(paid by homeowner)	\$23.00
Turnover fee for relinquishing records in the event of cancellation of services(includes boxes and packing)	\$25.00

## Addendum C

### Policy of Collections Lakeshore Club Of Polk County

#### Delinquent Notices:

**First Notice** 30 thirty days delinquent (No cost)

**Second Notice** 60 days delinquent (No cost)

**Third Notice** 90 days delinquent sent certified mail. Advise this is last notice from Association and opportunity for payment plan. If payment is not made or payment plan not consummated, the Association will commence lien foreclosure process and owner will be liable for all fees and costs.

**Fourth Notice** Management Agent will send Notice of Intent to Lien at a charge of \$45.00 to owner. Therefore, the account may be referred to the Association's attorney. Management Agent will obtain the prior consent of the Board of Directors to refer the account to the attorney.

The Association charges a \$15.00 late fee.

ADDENDUM B  
To Management Agreement

UPDATED 9/1/21

Schedule of Reimbursable Expenses

Postage	Actual Cost
Mailed Envelopes (#9& #10)	\$.15 each
Copies	\$.20 per page
Color Copies	\$1.00 per page
Bank charges	Actual cost
Check stock	No charge
Processing Payment coupons	\$2.50 per coupon
Special assessment coupons	10% of per unit assessment, if more than one assessment of one installment per year.
Mailing Labels	No charge
Long distance calls	No charge
Faxes (outgoing)	No charge
(incoming)	No charge
Attendance at Board meetings (exceeding 1 @ 2 hours)	\$75 per hour
On-site personnel including manager	Actual wage + 30%
Off-site storage of association records/boxes	\$2.50 per box, per month, plus retrieval restocking fees, and permanent removal
Ownership transfer fee (paid by purchaser)	State Mandated Cost
Ownership rush fee 1-3 days(paid by purchaser)	State Mandated Cost
Gate Management	\$50.00 per month
Annual Report Filing	\$25.00
W-9 Forms and Preparation	\$15.00
Financial Binders (tabbed by month) Year End	Actual Cost
Attendance at any legal proceeding for Association	\$125.00 per hour + mileage
Special Check Request Fee	\$20.00
Intent to Lien Letter	\$75.00
Certified Mail per Letter	\$2.50
Late Notice	\$20.00
NSF(paid by homeowner)	\$23.00
Turnover fee for relinquishing records in the event of cancellation of services (includes boxes and packing)	\$100.00