

ASSOCIATION MANAGEMENT CONTRACT

THIS CONTRACT ("Contract") is made and entered into on **April 1, 2026**, by and between **THE HAMMOCKS COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation ("Association"), and **ALLIED PROPERTY GROUP, INC.**, a Florida Corporation ("Allied"). The Association and Allied may individually be referred to as a "Party" or collectively as the "Parties".

A. The Association is the entity responsible for the operation of **THE HAMMOCKS COMMUNITY ASSOCIATION, INC.** ("Community"), located at **9020 HAMMOCKS BLVD., MIAMI, FL 33196**, established by the documents thereof recorded in the Public Records of **Miami-Dade** County, Florida ("Declaration"), which Community consists of **5,545** units/lots ("Units" or "Units/Lots").

B. The Association desires to retain Allied, and Allied desires to be so retained, to manage the Community.

NOW, THEREFORE, for other good and valuable consideration received by each party from the other, the receipt, adequacy and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

1. **EXCLUSIVE MANAGER.** The Association hereby retains and appoints Allied, and Allied hereby accepts such retainer and appointment, on the terms and conditions hereinafter set forth, as exclusive manager of the Association, such exclusivity subject to the terms, conditions, and exceptions set forth below.

2. **TERM AND TERMINATION.**

2.1 This Contract shall commence on **April 1, 2026** and shall continue for a term ending on the last day of **March 31, 2027** ("Initial Term"), subject to termination as provided herein.

2.2 This Agreement may be cancelled at any time, with or without cause, upon providing sixty (60) days' prior written notice delivered from either party to the other party.

2.3 If allowed by applicable law, this Contract shall automatically be extended on an annual basis for successive 1 year renewal terms. If an automatic annual extension is not allowed by law, the Contract shall automatically be extended on a month-to-month basis until the termination of the contract. During the period of time when the Contract has been extended on a month-to-month basis, either party shall have the right to terminate the Contract, at any time, without cause upon 30 days' written notice to the other party.

2.4 Except as provided herein, Allied shall be responsible for maintaining the security and integrity of all of the electronic data and hard copies of records obtained from or on behalf of the Association and shall preserve and protect same, including backups and restoration of same at Allied's own cost if such data and/or records are damaged, compromised or destroyed. Notwithstanding the foregoing if such damage or destruction is caused by a unit owner, member of the Board of Directors, or officer of the Association, or if caused by acts of God or other similar events beyond Allied's reasonable control, Allied shall not be responsible for the cost to restore such records.



2.5 Upon notice of early termination as provided in paragraphs 2.2 and 2.3 of this Contract, or upon expiration of the Initial Term or any renewal term (if applicable) if not further renewed by the Parties, Allied shall deliver to the Association all of the Association's records, funds, property in Allied's possession on or before the expiration of the Contract, and within 10 business days of contract expiration if not renewed by the parties. Allied may retain those records necessary for up to 30 calendar days to complete an ending financial statement or report. In the event of termination of this Contract as specified in paragraphs 2.2 and 2.3 of this Contract, Allied agrees that at the Association's option all records of the Association, which are kept electronically will be transferred to the Association in electronic format where available, provided that such transfer does not compromise the security of Allied's internal computer and/or other electronic information systems. The provisions of this paragraph apply regardless of any contractual or other dispute between the Association and Allied.

3. **SERVICES.** During the term hereof, Allied shall assist the Association in performing the following services as requested by the Association, when and if needed and as limited by the hours as stipulated in Schedule I of this Contract, or as otherwise specified herein, to assist the Association, and shall appoint at least 1 Licensed Community Association Manager ("CAM") to effectuate same:

3.1 In addition to those employees of Allied stipulated in Schedule I of this Contract, Allied shall employ and supervise such persons as needed (which person or persons employed by Allied may be on a part-time or full-time basis) or assist the Association in engaging as independent contractors or employees working on behalf of the Association such persons, firms or companies necessary to properly operate the Community and maintain the areas of the Community over which the Association is responsible including but not limited to the Common Elements, Limited Common Elements, and other portions of the Community and Units for which the Association has maintenance and repair obligations from time to time (hereinafter, the foregoing are referred to as "Property"), according to Allied's reasonable judgment, the budget of the Association and the directives of the Board of Directors of the Association ("Board of Directors" or "Board"). The authority and judgment of the Board shall always supersede and control over Allied's reasonable judgment. Allied shall also assist the Association in coordinating the work of any independent contractors engaged by the Association with the day-to-day activities of the Association. However, under no circumstances shall Allied or an employee of Allied be designated to serve as the Association's representative in any contract. Further, Allied or an employee of Allied may not execute any contract agreement, or addendum for and/or on behalf of the Association except as set out in paragraph 3.2.

3.2 Cause those portions of the Property, pursuant to its Declaration of Condominium, Articles of Incorporation, and Bylaws as any or all may be amended from time to time (hereinafter referred to collectively as the "Governing Documents"), to be maintained and repaired including, but not limited to, landscaping, painting, roofing, cleaning and such other ordinary and extraordinary maintenance and repair work together with the purchase of materials, equipment and supplies as may be necessary consistent with the approved budget or as requested by the Association; provided, however, Allied shall not obligate the Association for any single item of repair, replacement, refurbishing, materials, equipment or supplies the cost of which exceeds the sum of



\$500.00 without the prior approval of the Association, unless provided for in the approved budget of the Association. Notwithstanding anything contained herein to the contrary, Allied shall have the right, but not the duty, without first obtaining the approval of the Association, to make emergency repairs and replacements which, according to Allied's reasonable belief, are required to eliminate or avoid imminent danger to persons, or to property, or as are necessary in Allied's reasonable belief for the preservation and safety of the Association or for the safety of persons or in order to avoid suspension of any necessary service to the Association. Allied shall always attempt to contact a Board member prior to taking such actions and shall be able to document its attempt to do so through phone records or otherwise.

3.3 Take such actions as may be reasonably necessary to advise the Association, owners of Units ("Owners"), and/or occupants of the need to comply with all pertinent laws, statutes, ordinances and rules of appropriate governmental authorities having jurisdiction, and advise the Association, Owners and/or occupants of any violations thereof actually known by Allied. Furthermore, Allied shall advise Owners and occupants of the need to comply with the Governing Documents and applicable rules and regulations, in connection with the operation of the Community and any violations thereof actually known by Allied. Notwithstanding anything contained in this Contract to the contrary, the Association hereby acknowledges that in no event shall Allied be liable for the failure of the Association, the Owners and occupants to comply with all such laws, statutes, ordinances and rules of governmental authorities and the Governing Documents and applicable rules and regulations of the Community. Notwithstanding anything to the contrary contained herein, Allied does not have the authority to provide and shall not be responsible for providing legal advice to the Association regarding the interpretation or application of law.

Subject to the direction of the Board and the Association budget, Allied shall solicit contracts on behalf of the Association as needed for services reasonably necessary with respect to the operation, maintenance, upkeep, repair, replacement, and preservation of the Property. The foregoing shall not be interpreted to preclude the Board from having its attorneys, engineers, or other professionals, of the Board's choosing, analyze or negotiate a contract, agreement, or addendum, on behalf of the Association. All contracts, agreements, addenda, and payments shall be approved by the Board and the Court-Appointed Monitor and executed by officer(s) or director(s) of the Association as determined by the Board from time to time and the Court-Appointed Monitor. The Association acknowledges that within the scope of this Contract and in carrying out all of its duties and responsibilities hereunder, including but not limited to those set forth in this paragraph, Allied is acting solely as an agent for the Association and, accordingly, any expenses or liabilities properly incurred by Allied hereunder, whether in its name or that of the Association, shall be the sole obligation of the Association and not that of Allied. Neither Allied nor any of its partners, stockholders, officers, directors, employees, servants or agents shall be personally liable in any fashion for any contract made in compliance with the provisions of this Contract. The parties hereto acknowledge and agree that notwithstanding anything to the contrary contained herein or elsewhere in this Contract, Allied shall not perform, nor be expected to perform, the services which would normally be performed by a construction manager and/or an engineer on construction projects undertaken, or to be undertaken, by the Association.



3.4 Engage a payroll processing service or other entity, at the Board's direction and expense, to prepare, as needed, all payroll and file the necessary forms, as needed, for employment insurance, withholding and social security taxes and all other forms relating to employment of the Association's employees, if any, required by federal, state or municipal authorities. (This subparagraph relates only to those direct employees of the Association, if any, not to employees of Allied who provide services to the Association under this Contract.)

3.5 Retain and engage, as needed, at the Board's direction and approval and at the Association's expense, such attorneys, accountants, insurance consultants, tax consultants and other experts and professionals, whose services the Association may reasonably require. The Board and not Allied shall make the final decision regarding the professional or professional services organization(s) or agencies it wishes to engage and/or retain.

3.6 Maintain, on an ongoing basis, appropriate official records of all insurance coverages carried by the Association, including, but not limited to, current policy information, certificates of insurance, and procurement of loss runs together with any other insurance information as may be required by Chapter 718, Florida Statutes, the Florida Administrative Code and the Governing Documents, as any of the foregoing may be amended from time to time.

3.7 Article VI, Section 6, of the Declaration provides that any Home, Residential Rental Apartment Building, Business Unit, Residential Lot, or Business Lot may be conveyed or leased by a Member **free of any restrictions, except** that no Member shall convey, mortgage, pledge, hypothecate, sell or lease his Lot and the Home, Residential Rental Apartment Building or Business Unit thereon unless and until all **unpaid assessments** against such Lot, including interest, late charges, costs and attorneys' fees shall have been paid. Any sale or lease in violation of this Section shall be voidable at the election of the Board of Directors. Article XII, Section 1(b), Declaration further provides that any Owner who sells his Lot shall notify the Association, providing the name and address of the new Owner. Accordingly, neither the Association nor Allied on its behalf may charge owners registration or approval fees for sales, transfers, or leases in the Association.

3.8 Prepare, publish on the Hammocks website, post on all bulletin boards, and mail, as needed, all letters, reports and notices as may be reasonably requested by the Association, and attend all monthly regular and special meetings of the board of directors and committees, and those meetings required by the governing documents, including but not limited to the Annual Meeting of Members, Annual (Organizational) Meeting of the Board of Directors, Budget Meeting(s), and Annual Election. Allied will also be required to prepare the minutes for each meeting of the board and committees for the review and approval by the Board of Directors, and subsequently publish the approved minutes to the owners on the Hammocks website.

3.9 Perform routine visual inspections of the Property and make written recommendations to the Board as to maintenance and improvements to the Property.

3.10 Provide the day-to-day bookkeeping services, on an ongoing basis, necessary to pay the bills of the Association. Such bookkeeping services shall be in accordance with customary standards and shall contain customary internal controls and internal audit procedures. This service shall consist of the following:



A. Keep all records of and perform all services in connection with the payment of bills, payrolls and such other items as may be provided for in the budget. Checks shall be executed by two designees of the Board or as determined by the Board from time to time.

B. Collect all regular and special assessments levied by the Board, as needed or monthly or quarterly (depending on the requirements in the Governing Documents and as approved by the Board), from the Association's members and other revenues, which may be due the Association. The Association authorizes Allied to perform any internal bank transfers between the Operating and Special Assessment account to ensure that the Association's funds are not comingled. The Association hereby authorizes Allied to request, demand, collect, receive and receipt for any and all assessments and charges which may be due the Association and to alert the Association's attorney of the status of receivables where they may need to take action in the name, and on behalf, of the Association by way of making, recording, satisfying or foreclosing the Association's liens therefore, initiating legal process or taking such other action necessary or appropriate, in its reasonable judgment, subject to the Board's approval, for the collection of such assessments.

C. Approve all bills received by the Association, on an ongoing basis, for services, work and supplies ordered in connection with maintaining and operating the Community, and cause to be paid by the Association from the Association's available funds all such proper bills as and when the same shall become due and payable. Allied shall be liable for late charges and penalties for Allied's failure to timely pay the Association's bills except when the Association's funds are inadequate, the Board of Directors does not return signed checks or electronic payment approval to Allied in a timely manner, or if Allied is not made aware of the obligation. Association will approve invoices through Allied's Portal and at least two (2) officers shall be designated to approve invoices as well as the Court-Appointed Monitor. The Court-Appointed Monitor and the officers selected to approve invoices shall be signors on the Association's bank accounts and must agree to have his/her signature electronically reflected on to the checks.

D. Maintain, on an ongoing basis, the Association's financial record books, accounts and other financial related records as provided by the Association's Governing Documents and pursuant to applicable law and issue certificates of account to Owners and their mortgagees and lienors together with such other documents as may be generally requested or provided in connection with sales, mortgages, or other transfers of Units or interests therein. Allied may, subject to Board approval, charge reasonable fees to Owners, purchasers of Units, their mortgagees and lienors as additional compensation to Allied for the preparation of a certificate of account and for such other documents as may be generally requested or provided in connection with sales, mortgages, or other transfers of Units or interests therein, to the extent not prohibited by applicable law, as amended from time to time, and for preparation and delivery of documents to be delivered to a purchaser in connection with the sale of a Unit. If Allied is limited in the amounts it may charge to Owners, purchasers of Units, their mortgagees and lienors for certificates of account and/or related documents by statute or administrative rule, the Association shall be responsible for the difference between the amount prescribed by statute or administrative rule and the amount charged by Allied immediately prior to the effective date of the statute or rule. If, pursuant to applicable law



or administrative rule, the charge for a certificate of account and/or related documents is not paid to Allied at the time the certificate is prepared, the charge will be billed to the Association, and reimbursed to the Association upon payment by, or on behalf of, an Owner. The Parties agree that an annual financial report shall be made by the Association and if an independent certified public accountant is employed by the Association for this purpose, the cost and expense shall be borne by the Association and approved by the Board.

E. Deposit, no less frequently than weekly, all funds collected from Owners and others into a bank account ("Account") selected by the Association from one of Allied's preferred banking partners with Allied as custodian for the Association so that said funds may be withdrawn therefrom to pay all expenses of operation and maintenance of the Community as contemplated herein. The Account will be styled so as to indicate the custodial nature thereof and the funds therein will not be commingled with other funds collected by Allied as agents for others or otherwise. If deposits do exceed the amount of FDIC, SIPC, or other insurance available to recover 100% of the Association's funds upon the insolvency of the depository, Allied shall immediately advise the Association of the same and the Board of Directors may then instruct Allied to procure another account in another insured banking institution in the name of the Association and transfer such excess funds to that account. Allied shall not be liable for any loss resulting from the insolvency of such depository. Funds may sweep weekly from Account to a reserve or other account as designated by the Board or Directors. The Association shall not be obligated to obtain loans from an Allied banking partner. Should the Association elect not to bank with one of Allied's partner banks, the Association will be charged an additional \$2 per unit per month to cover the costs of depositing funds, lockbox fees, remote deposit fees, and any other charges incurred by Allied for processing of Association funds. Allied shall have access to the Property at all times as may be necessary so as to perform its duties hereunder.

3.11 Allied represents and warrants that the person or persons employed by Allied to directly provide any community association management services as defined in Chapter 468, Florida Statutes as required under this Contract shall have at all times a Community Association Manager's License from the Florida Department of Business & Professional Regulation, and that Allied shall otherwise comply with provisions of Section 468.432, Florida Statutes.

3.12 The assumption of obligations by Allied under this Contract is as agent of the Association and does not require Allied to pay any of the costs and expenses which are the obligation of the Association, except as specifically assumed by Allied in this Contract unless such costs and expenses were assumed in violation of the terms and conditions herein.

3.13 The records of the Association that are in Allied's possession shall be kept at the office of Allied or at a location designated by Allied, and shall be available for inspection, and for review and audit all as required by applicable law as amended from time to time. If space is available the records will, if directed by the Board, be maintained on the Property. For extraordinary or repeated records inspection or production requests, Allied shall have the right to charge the Association for the time dedicated to produce this records request provided such cost is disclosed to and agreed to in writing by the Association.



3.14 The assumption of obligations by Allied under this Contract is as agent of the Association and does not require Allied to pay any of the costs and expenses which are the obligation of the Association, except as specifically assumed by Allied in this Contract unless such costs and expenses were assumed in violation of the terms and conditions herein.

3.15 Allied may charge the Association a reasonable administrative fee for the time required to produce documents and for the time of a representative of Allied to oversee the inspection.

4. **LOAN ASSISTANCE FEE.** In the event the Association elects to pursue a loan, and requests Allied to assist in the procurement, organization, and submission of documentation necessary for the loan application, the Association agrees to pay Allied a fee equal to 0.25% (twenty-five basis points) of the total loan amount secured, payable at closing. Notwithstanding the foregoing this fee shall be subject to a minimum charge of \$3,000, whichever is greater. This fee is solely for Allied's services in connection with the documentation and coordination. Allied does not provide legal, accounting, or investment advice, and the Association remains solely responsible for all decisions regarding lender selection, loan terms, and execution of loan documents.

5. **INSURANCE.** The insurance requirements set out in the following subparagraphs are independent from all other obligations of the parties to this Contract and apply whether or not required by any other provision of the Contract, and regardless of the enforceability of any other provisions of this Contract. If, at any time, either party hereto allows any of its required insurance policies to lapse, the other party may immediately terminate this Contract upon delivery of written notice to the other party.

5.1 The Association hereby agrees to maintain at all times and to provide evidence of the following insurance. Coverage for Allied as an insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or retention maintained by or provided to Allied:

A. Commercial General Liability Insurance covering all premises and operations, including: (1) a minimum of \$1,000,000.00 each occurrence for bodily injury and property damage, (2) a minimum of \$2,000,000.00 general aggregate, (3) a minimum of \$1,000,000.00 products and completed operations, (4) a minimum of \$1,000,000.00 non-owned and hired auto liability, (5) coverage must include contractual liability; assault and battery must be covered as a regular occurrence, (6) "your real estate manager" included within the definition of "Insured" in the policy language, and (7) "ALLIED PROPERTY GROUP, INC. and any and all of its directors, officers, and employees" to be specifically designated as "additional insured" using ISO Additional Insured Endorsement CG 20 26 11 85 or endorsements providing equivalent or broader coverage to the additional insureds.

B. Directors' and Officers'/Employment Practices Liability Insurance, including: (1) a minimum of \$1,000,000.00 per claim and aggregate for the D&O coverage section, (2) a minimum of \$1,000,000.00 per claim and aggregate for the EPL coverage section, (3) coverage for full prior acts, (4) must cover third party EPL claims, and (5) "ALLIED PROPERTY GROUP, INC. and any and all of its directors, officers, and employees" to be specifically designated as "additional insureds".

C. Umbrella or Excess Liability Insurance, including: (1) a minimum of \$5,000,000.00 each occurrence and aggregate, (2) providing follow-form coverage over



the General Liability, Directors' and Officers'/Employment Practices Liability and Employers' Liability policies, and (3) coverage for additional insureds shall be primary before any other insurance or self-insurance, including any deductible maintained by or provided to the additional insured other than the Commercial General Liability, Directors' and Officers'/Employment Practices Liability and Employer's Liability coverages maintained by the Association.

D. Fidelity Bond as required by Chapter 718, Florida Statutes, as amended from time to time, including Allied as a named insured.

E. All insurance carriers must be financially sound and must be licensed or authorized to do business in the State of Florida.

5.2 Allied hereby agrees to maintain at all times and to provide evidence of the following insurance coverages:

A. Commercial General Liability Insurance, including: (1) a minimum of \$1,000,000.00 each occurrence for bodily injury and property damage, and (2) a minimum of \$2,000,000.00 general aggregate.

B. Workers' Compensation Insurance according to state statutory limits covering all employees or subcontractors of Allied, with employers' liability including: (1) a minimum of \$500,000.00 each accident for bodily injury, (2) a minimum of \$500,000.00 each employee for bodily injury caused by disease, and (3) a minimum of \$500,000.00 bodily injury caused by disease.

C. Employment Practices Liability and Employers' Liability policy with a minimum of \$1,000,000.00 each occurrence.

6. **COMPENSATION AND COST REIMBURSEMENT.**

6.1 The Association agrees to pay Allied the sum(s) stipulated in Schedule I and III of this Contract per month ("Contract Price"), in advance on the first day of each month, or as otherwise stated in Schedule I, subject to approval by the Board and the Court-Appointed Monitor consistent with paragraphs 3.3 and 3.10(C) above. The Contract Price may be increased due to any increases in social security, Medicare, unemployment, or other governmental-imposed taxes or charges, and/or due to any increases in workers' compensation insurance rates as stipulated by NCCI, and shall be a direct pass-through to the Association as of the effective date of any such increase. The Association shall establish and properly fund an account with such federally-insured bank to be designated for ACH withdrawal by Allied to meet the Association's obligations for all amounts owed to Allied under this Contract. Association shall reimburse Allied monthly, on the first of the month, for the amounts stipulated in Schedule I. Allied will reconcile the employee hours at the end of the month and will adjust the amounts due to equal actual wages paid (as per agreement by both parties) plus any labor rate and accrued benefits as stipulated in Schedule I if labor is provided on that basis. Association agrees that all outstanding balances due in excess of 30 days will be assessed interest at a rate of 8% simple interest per annum on the unpaid balance. Further, if payments for on-site staff are more than 15 days delinquent, Allied shall have the ability, notwithstanding anything to the contrary contained in this Contract, to remove on-site staff members upon 7 days' prior written notice to the Association sent via certified mail return receipt requested. During the period of time that on-site staff members have been removed from the Property, Allied shall have no responsibility for performance of services under this Contract that would be performed by on-site staff members. Further, Allied shall not be



liable to the Association, its members or to Owners, their guests and invitees for any injury, losses, costs, penalties, fines, fees, suits, demands, causes of action, judgments, obligations, claims or expenses incurred, sustained, arising out of and/or related to Allied's inability and/or failure to perform any of its duties and obligations under the Contract during the period of time when Allied's on-site staff members have been removed from the Property unless there is a dispute as to the validity of the debt or amounts owed and the actions taken by Allied and the Association is the prevailing party in such a dispute. Thereafter, the Association may seek all damages excluded by this paragraph.

6.2 Any additional hours or staff, including, but not limited to staff needed to work for employees who take provided sick, vacation or holiday time, or bonuses requested by the Association shall be paid by the Association to Allied at the individual's compensation plus labor rate as stipulated in Schedule I. Any non-exempt employee working in excess of 40 hours per week will be paid at time and one half plus labor rate as stipulated in Schedule I, so long as previously approved by the Board consistent with paragraph 12.4 below.

6.3 In addition, any on-site CAM or maintenance supervisor who is an employee of Allied will be required to attend periodic off-site continuing education programs or training sessions arranged by Allied. Allied will attempt to arrange such sessions to minimize any inconvenience to the Association, and such sessions shall be kept to a minimum. Such off-site meetings shall never conflict with scheduled Board meetings, members' meetings or the annual meeting, and if there is a conflict in the scheduling, Allied shall be responsible for providing a substitute licensed community association manager at its own cost and expense to replace the manager who is unavailable. Allied's full-time employees (employees who work more than 30 hours a week) are subject to policies set forth by Allied, including but not limited to two (2) weeks' vacation within a calendar year and forty (40) hours of paid time off. Allied is closed on the following holidays: New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, two (2) days for Thanksgiving, and two (2) days for the Christmas Holiday. All Administrative and Maintenance personnel will be off on the Holidays listed in this paragraph. Front Desk personnel will be required to work through the Holidays listed in this paragraph.

6.4 Except as is otherwise expressly provided herein, the Association shall pay or reimburse Allied for all costs (as are more specifically set forth in Schedule II hereto, made a part hereof by this reference) which may be incurred by Allied in providing services, materials and supplies within 10 business days of receipt of an invoice therefore, except that Allied shall not be entitled to reimbursement for salaries of officers of Allied and general office overhead of Allied, as said items are actually included within the Contract Price. The Board requires receipts and documentation of any expenses incurred by Allied on its behalf before being required to pay an invoice. The 10 business days to reimburse Allied shall not commence until such documentation has been received by the Board.

6.5 Without limiting the provisions of Paragraph 6.4, if the Association requests in writing that Allied provide project coordination services to coordinate the project with the day-to-day affairs of the Association, Allied may charge as follows:

A. For restoration of the Property after Acts of God or man-made disasters and other insurable claims or uninsurable claims, such as, without limitation, hurricanes, fire,



or floods, if the Association hires Allied under a separate written agreement for the purposes set forth in this paragraph, the Association agrees to reimburse Allied an amount as the Parties may mutually agree for the additional administrative burden Allied may incur in coordinating the repair and restoration process by contractors engaged by the Association along with Allied's' continued work under this Contract coordinating the day-to-day activities of the Association. However, the Association is under no obligation to use the services of Allied for this purpose and may hire an independent contractor or contractors to supervise and/or manage the reconstruction and repairs of the Property, notwithstanding any of the provisions of this Contract. Allied shall not impose the additional charge as set out in this paragraph for coordinating the repair and restoration process by contractors engaged by the Association in connection with minor casualties, defined as those where the total cost of required repairs or restoration does not exceed \$50,000.00.

B. In the event of a natural disaster, casualty or other catastrophe which directly or indirectly impacts the Property the Association may be billed at \$50.00 per hour for additional time the CAM spends on the Property over and above his or her regularly scheduled hours. The additional hours spent shall not automatically invoke paragraph 6.5 A without a separate written agreement as described in that paragraph.

7. **ENGAGEMENT OF EMPLOYEES BY ASSOCIATION.** The Association recognizes that Allied is engaged in the specialized and competitive property management and maintenance business and Allied invests time and money in the hiring, training and development of its employees at all levels, which promotes productivity, efficiency and the employment of a competent and specialized workforce. Accordingly, the Association covenants and agrees that it shall not hire, employ, or otherwise engage any employees or former employees of Allied who provided services to the Association, and if the Association contracts with or in any way engages the services of any firms employing any such employees or former employees of Allied while this Contract remains in force and continuing for a period of 24 months. following the end of the Contract relationship between the Parties hereto the Association will not permit the former employees of Allied to work on the Property or on behalf of the Association during the moratorium period. For the purposes of this paragraph, "employees or former employees" are those individuals currently or formerly employed by Allied who provided services to the Association at any time during the 24 month period prior to the end of the Contract relationship between the Parties hereto. Should the Association violate this paragraph, it agrees to pay, as liquidated damages, and not a penalty, the sum of 50% of the annual salary/wages of said employee(s) (which shall not include labor rate charges) at time of termination or resignation of said employee(s) by or from Allied. The employee's latest pay statement will be used as the basis for the calculation of the 50%. The provisions set forth in this paragraph shall survive the termination or expiration of this Contract.

8. **NOTICES.** All notices required hereunder shall be in writing and shall be effective when deposited in the United States mail, with proper postage prepaid, certified mail, return receipt requested, and shall be properly addressed:



For Association:

Judge David M. Gersten (ret.)
Miami Tower
100 SE Second Street, Ste 3900
Miami, FL 33131

For Allied:

Ana Sanchez Rivero
President
12350 SW 132 Court, Suite 114
Miami, FL 33186

or to such other address or person as either Party shall, from time to time, designate for itself, in writing, to the other Party, provided that notice of any change of address or contact person shall not be effective until received.

9. **LIABILITY.** The Association hereby expressly agrees and understands that Allied shall not be liable to the Association, its members, or to Owners, their guests and invitees for any injury, loss or damage to person or property, except to the extent caused by Allied's negligence, willful misconduct, or material breach of this Contract.

Allied shall indemnify, defend, save and forever hold harmless the Association from and against any and all claims, liabilities, damages, costs, penalties, fines, fees, losses, suits, demands, causes of action, judgments, obligations and expenses, including reasonable attorneys' fees and associated costs (whether pre-trial, at trial, mediation, arbitration and/or on appeal), to the extent such claim is caused by Allied's negligence, willful misconduct, or material breach of this Contract.

To the fullest extent permitted by law, the Association shall indemnify, defend, save and forever hold harmless Allied, its officers, directors, and employees from and against any and all claims, liabilities, damages, costs, penalties, fines, fees, losses, suits, demands, causes of action, judgments, obligations and expenses, including reasonable attorneys' fees and associated costs, arising out of or connected with any injury to person or property or any matter whatsoever arising from or in connection with Allied's performance of services hereunder, except to the extent caused by Allied's negligence, willful misconduct, or material breach of this Contract.

All personal property placed or moved into the Community shall be at the risk of the Association or the Owner or occupant. Allied shall not be liable to the Association or others for any damage or injury to person or property, real or personal, arising from theft, vandalism, HVAC malfunction, bursting or leaking of water pipes, mold, mildew, pollutants, or any act or omission of any Owner, occupant, or third party; however, the foregoing shall not relieve Allied of liability to the extent such damage or injury is caused by Allied's negligence, willful misconduct, or material breach of this Contract.

The Association and Allied shall procure contractual liability insurance covering their respective obligations arising out of this paragraph; however, the indemnification obligations herein shall not be limited to damages, compensation or benefits payable under insurance policies. Nothing contained herein shall abrogate Allied's rights to coverage under any Association insurance policy or modify the obligations requiring Allied to be named as a definitional insured on the Association's Commercial General Liability and Directors and Officers Liability policies on a primary and noncontributory basis.



To the extent any provision of this paragraph is limited by applicable law, such provision shall be deemed amended only to the minimum extent necessary to comply with such law, and the remainder shall remain in full force and effect. The provisions of this paragraph shall survive the expiration or termination of this Contract.

10. MISCELLANEOUS.

10.1 In any legal action arising from this Contract or connected herewith the prevailing party shall be entitled to recover all costs and reasonable attorneys' fees incurred (whether pre-trial, at mediation, arbitration, bankruptcy, or trial and in any appeals).

10.2 In any litigation arising from this Contract, venue shall be exclusively in Miami-Dade County, Florida.

10.3 Association and Allied hereby irrevocably and unconditionally waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal action or proceeding arising out of or relating to this Contract or any contract or transactions contemplated hereby, and for any counterclaim in connection herewith.

10.4 No waiver of a breach of any of the covenants contained in this Contract shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

10.5 No modification, release, discharge or waiver of any provision hereof shall be of any force, effect or value, unless in writing, signed by both of the parties to this Contract, their respective successors and assigns.

10.6 If any term or condition of this Contract is, to any extent, invalid or unenforceable, the remainder of this Contract is not to be affected thereby and each term and condition of this Contract is to be valid and enforceable to the fullest extent permitted by law. This Contract will be interpreted and enforced in accordance with the laws of the State of Florida without regard to its choice or conflicts of laws principles. Allied shall be deemed an independent contractor and not an employee or partner of the Association and shall be free to contract for similar services to be performed for other entities, wherever located, while it is under contract with the Association. Under no circumstances shall this Contract provide the basis for the Association, or any of its members, officers, directors, agents or employees, to look to Allied as its or their employer, or a partner or principal. Under no circumstances shall this Contract provide the basis for Allied or any of its officers, directors, employees, or agents to look to the Association as its or their employer, partner or principal. Nothing in this Contract shall be deemed to create or be construed as constituting a joint venture or partnership between the Association and Allied. The Association, its members, officers, directors, agents or employees who are not direct employees of Allied shall not be entitled to, nor shall they make any claim for, any benefits accorded to Allied's employees, including, but not limited to, workers' compensation, vacation or sick pay. Allied, its officers, directors, agents, or employees who are not direct employees of the Association shall not be entitled to, nor shall they make any claim for, any benefits, accorded to Association's employees, including but not limited to workers compensation, health insurance, vacation or sick pay.

10.7 This Contract constitutes the entire understanding and agreement between the parties hereto, supersedes all prior written or oral agreements with respect to its subject matter. Notwithstanding the foregoing, this Contract shall not act to excuse any



amounts due and unpaid under a previous contract between the Parties, nor shall this Contract act to extinguish any obligations from a previous contract between the Parties which specifically survive the termination or expiration thereof. This Contract shall be binding upon the Parties hereto and their respective successors and assigns.

10.8 The Association represents and warrants that the execution, delivery and performance of this Contract by the Association will not conflict with, nor result in the breach of, any agreement, whether oral or written, document, indenture or other instrument to which the Association is a party or under which it is bound. The Association further represents and warrants that it has full power and authority to execute and deliver this Contract, and to perform the obligations hereunder, and that it has taken all actions necessary to authorize the execution, delivery and performance of this Contract. The Association and Allied each represent to the other that neither is bound by the terms of any collective bargaining agreement and there has been no action taken by its employees which would subject the Association to the collective bargaining process under applicable labor laws. Neither Party is aware of any labor organizing efforts involving its employees.

10.9 To the extent Chapter 718 is applicable to this Community, the parties hereto hereby acknowledge and agree that this Contract complies with Section 718.3025, Florida Statutes.

10.10 The Association agrees to provide a safe and healthy work environment for all employees provided by Allied. If Allied, in the exercise of its reasonable discretion, determines that there are conditions on or about the Property which pose a hazard to the safety and/or health of its employees, Allied shall have the ability, notwithstanding anything to the contrary contained in this Contract, to remove on-site staff members upon written notice to the Association. Where possible, the Association will first be given 48 hours' written notice and an opportunity to address the hazard. During the period of time that on-site staff members have been removed from the Property, Allied shall have no responsibility for performance of services under this Contract that would be performed by on-site staff members with the exception of services that can reasonably be performed by the CAM and support staff working remotely. Further, Allied shall not be liable to the Association, its members or to Owners, their guests and invitees for any injury, losses, costs, penalties, fines, fees, suits, demands, causes of action, judgments, obligations, claims or expenses incurred, sustained, arising out of and/or related to Allied's inability and/or failure to perform any of its duties and obligations under the Contract during the period of time when Allied's on-site staff members have been removed from the Property.

10.11 Allied is not a landscape architect, architect or an engineer and does not provide these types of professional services under this Contract. Notwithstanding anything to the contrary in this Contract, it is not Allied's responsibility to determine whether the height and location of the hedges, foliage, and/or other landscaping on the Property is in compliance with all federal, state and local laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction over the Property. Allied disclaims any and all liability related to, arising out of or associated with the height and/or location of any hedges, foliage, or landscaping on or around the Property and Allied will have no liability for any claims or lawsuits related to, arising out of, or associated with the height and/or location of any hedges, foliage, or landscaping on or around the Property.

A handwritten signature in black ink, appearing to read "ADR" followed by a stylized flourish.

10.12 In the event that Allied shall be required under any law or by any governmental agency to collect sales tax on any fees payable to Allied hereunder, the amount of any such sales tax shall be charged to and shall be payable by the Association.

10.13 Association acknowledges and agrees that it may from time to time receive email contact or other communication from Allied regarding topics including, but not limited to, discounts obtained by Allied for various services which are being made available to the Association, promotions being offered by Allied or services being offered by Allied and/or its affiliated or related companies or subsidiaries. Emails to Owners or residents in the Community for these purposes is strictly prohibited.

11. **DISCLOSURE.** The Association is the ultimate decision maker for the purchase of goods and services and for the selection of all vendors. In connection with its duties under this Agreement, Allied will recommend to the Association the purchase of goods and services from various providers, including vendors that may be affiliates of Allied or with whom Allied maintains contractual or marketing relationships. The Association is under no obligation to use any such vendors, and all decisions remain solely within the discretion of the Board. Allied endeavors to develop affiliated and preferred vendor programs that provide value, efficiencies, and cost benefits to the Association. The following disclosures are provided to ensure clarity regarding Allied's revenue relationships with third-party providers and affiliated programs:

11.1 Allied charges an application fee to process new resident applications. Background checks and application intake are performed by a third-party vendor, Tenant Evaluation, which retains its fee and remits the balance to Allied.

11.2 Allied charges fees as permitted and mandated by Florida law for the preparation of estoppels and condominium/PUD questionnaires. These requests are processed through a third-party online platform, Ready Resale, which retains its service fee and remits the balance to Allied.

11.3 Allied maintains preferred banking relationships with Banco Popular, City National Bank, US Century Bank, and BankUnited. Allied may receive credits or remuneration based on aggregated deposits across all client associations. In exchange, Allied undertakes administrative responsibilities such as opening accounts, preparing signature cards, managing permissions, conducting internal transfers, processing ACHs, and initiating wires upon written authorization. The Association may benefit from these programs through services including remote deposit scanners, lockbox services, coupon books, and enhanced online banking tools.

11.4 Allied maintains a national account with Sherwin-Williams through which discounted pricing on paint and related products is made available to the Association. These price reductions are passed directly to the Association. Sherwin-Williams may provide remuneration to Allied in the form of a percentage of the amounts sold to Allied's managed associations.

11.5 Allied partners with Vive, a third-party vendor-management platform, to ensure that Preferred Vendors maintain current licenses, insurance, W-9 information, and compliance documentation. Vive's system assists Allied in confirming that vendors meet minimum requirements before being presented to associations. Vendors pay an annual fee for this service.

11.6 Allied partners with ClickPay, a third-party payment processor, to facilitate resident payments via credit card and e-check. ClickPay charges a convenience fee



directly to the resident and remits a percentage of that fee to Allied in recognition of the administrative work performed, which includes maintaining integrations, downloading and allocating transactions, and providing related support.

11.7 Allied operates a Preferred Vendor Program under which vendors may pay an annual fee to be featured, promoted, or recommended to the associations managed by Allied. Participation in this program is voluntary for vendors and does not obligate the Association to engage any participating vendor. Allied may receive remuneration from vendors in exchange for presenting information about such vendors to Allied's managed associations and their residents. These arrangements do not obligate the Association to use any such vendors. Best Roofing participates in Allied's vendor marketing programs by offering discounted pricing to associations managed by Allied. In connection with this program, Best Roofing may provide remuneration to Allied based on sales made to Allied-managed communities.

11.8 APG Financial LLC is an affiliate of Allied. APG Financial LLC has developed or may develop certain insurance programs or opportunities that are offered exclusively to clients of Allied and its affiliates. APG Financial LLC may receive fees or commissions from their insurance partners for their assistance with the development, placement, servicing, and maintenance of these programs.

11.9 If Allied has a familial, financial, or business relationship with any member of the Association's Board of Directors, Allied agrees to disclose such relationship to the Association. The Association shall disclose the relationship as required under Florida Statutes.

The Association acknowledges that Allied may receive the revenue described above and agrees that these arrangements are permissible as part of the management relationship. The Association further acknowledges that all decisions regarding the selection of vendors remain with the Association, and Allied's role is limited to providing recommendations and administrative support.

12. **SPECIAL TERMS.**

12.1 **Removal or Transfer of CAM.** As long as this Contract remains in effect, Allied shall not remove or transfer the licensed CAM without prior written approval of the Association's Board, unless due to: 1) said employees' gross negligence in the performance of his/her duties; 2) his/her intentionally tortious conduct; 3) his/her alleged violation of Allied's standard employment policies; 4) due to a promotion of the CAM; or 5) if personally requested by the licensed CAM. Notwithstanding the foregoing the CAM shall be removed from the Property if requested in writing by the Board for nondiscriminatory reasons and provided the effect of the removal and replacement would not otherwise create a violation of applicable law or regulation.

12.2 **Current CAM Licensure.** The CAM and Allied shall be licensed pursuant to chapter 468, Florida Statutes, as amended from time to time, at all times while working on or on behalf of the Association. A copy of these licenses shall be provided to the Association upon written request. Failure to notify the Association within 1 business day of the suspension, revocation or loss of a CAM's license while the manager is still providing community association management services to the Association shall be a material breach of this Contract entitling the Association to terminate the Contract by sending 10 days' written notice, via certified mail to Allied. Time is of the essence.



12.3 **Continuing Disclosure.** Each time a contract is offered to the Association for goods or services, Allied shall inform the Association, in writing, if such company is an affiliated entity of Allied.

12.4 **Approval of Overtime.** Except in emergency circumstances, Allied shall not permit any non-exempt employee to work in excess of 40 hours per week without the prior written consent of an authorized representative of the Board. If overtime is permitted to be worked in a non-emergency circumstance without the consent of the Board (or the subsequent ratification and approval after the fact) the Association shall not be liable for the overtime charges. If an Allied employee works more than 40 hours in a one-week period, Allied is required to pay said employee time and a half for that additional time. In this case, the Association will be charged-back for this cost plus the labor rate stipulated in Schedule I. Allied will advise the employee that over-time is not permitted and will follow the disciplinary process in its Employee Handbook, which can lead to termination of employment. Allied will advise the Association of this when this occurs. An exemption is made for Front-Desk personnel who are required to arrive at least 10-15 minutes before their shift begins to become familiar with pending items and make notations on events that occurred during the prior shift. This creates a small amount of overtime for those employees, which will be charged at time and one-half plus the labor rate stipulated in Schedule I.

12.5 **Attorney Client Privilege / Work Product Privileged Communications.** During the term of this Contract the Association may obtain legal services from its counsel and may involve Allied as its management firm through its executive employees, on site managers, or assigned portfolio managers to make, receive, forward or comment upon attorney-client privileged communications and/or work product privileged communications ("Privileged Communications") related to the rendition of legal services. Such services and Privileged Communications are made for the sole benefit of the Association.

Unless a resolution or motion adopted by the Board of Directors provides otherwise, Allied, including its executive employees, on site managers or assigned portfolio managers are authorized to communicate with and receive Privileged Communications from the Association's counsel, on behalf of the Association and shall as requested by the Association assist in the gathering and transmission of information requested by counsel and assisting the Board of Directors to the extent desired by the Board of Directors in connection with such communication of legal matters which includes but is not limited to any and all emails, letters, faxes, text messages or other forms of communications to or from the Attorney or his or her office.

All such Privileged Communications are intended to be protected by the Attorney-Client Privilege and/or Attorney Work Product Doctrines, as applicable, and shall not be made known to or in any way disclosed to any person who is not on the Association's Board of Directors (or the designee of such Board of Directors) including without limitation: any other client or customer of Allied; any independent contractor, vendor, or other agent of the Association or Allied; any employee or agent of Allied (or any related entity) who is not directly involved assisting the Association in connection with management, maintenance, and operations of the Association; or any other third party, including but not limited to employees of the Association and unit owners who are members of the Association as to whom such Privileged Communication has not been



specifically authorized.

Privileged Communications shall be kept in a secure (locked) drawer or office if in paper format and in a password protected computer or server if stored electronically unless other direction has been provided by the Association. In the event that Allied receives a subpoena, a court order, or an order from an arbitrator or arbitration panel requiring the production of any records or copies of records belonging to the Association that are in Allied's possession, custody, or control, Allied will take the following actions: 1) Allied will make reasonable efforts to notify the Association's attorney, if known to Allied, if not, then to the Association directly by e-mail or overnight delivery, of the subpoena, court order, arbitrator or arbitration order and; 2) if the Association's attorney or the Association promptly notifies Allied of its intent to review the records within 5 business days of the date of Allied's notice, Allied will provide a copy of the documents it intends to produce to the Association's attorney or the Association prior to the production of the documents. In the event the Association's attorney or the Association determines there are any documents that should not be produced by Allied as a result of any privilege the Association may assert, the Association's Attorney or the Association must promptly notify Allied before the production deadline and the Association's attorney or the Association will produce a privilege log and/or take whatever other actions are necessary, including, but not limited to, filing any necessary motions for protective orders or other appropriate motions with the court or before an arbitration panel, to avoid any inadvertent disclosure of Privileged Communications or other privileged documents (including but not limited to documents under an accounting privilege). Should the Association timely give Allied notice of its intent to object to the requested production, and further timely files a motion for protective order or other appropriate motion in a court (or before an arbitration panel) with jurisdiction over the prosecution, Allied shall not produce the objected-to documents until such motion(s) is/are rule on by the Court or arbitrator (which decision may be appealed by the Association) unless compliance with this paragraph would subject Allied to sanctions, contempt or any other penalty. The Association will be solely responsible for any and all costs, including but not limited to any reasonable attorney's fees and costs associated with Allied's production of the records to the Association's attorney or the Association and/or for any action the Association or Allied may be required to take as a result of this paragraph.

Notwithstanding the foregoing, Allied shall not be deemed to have breached this paragraph if it is required by any court or arbitration panel of competent jurisdiction to produce certain documents that the Association maintains are privileged documents. Further, if the Association's attorney or the Association does not respond to Allied within 5 business days (absent a requirement under the law to respond earlier) of the date of Allied's notice under section 1) of this paragraph, it shall be deemed that Allied complied with this paragraph if Allied complies with the subpoena, court order, or order of an arbitrator or arbitration panel and produces the documents without providing a copy of the documents to the Association. This provision shall survive termination or expiration of this Contract. If Allied's legal interests are implicated or if any of Allied's employees seek legal advice arising out of Allied's management of the Association in connection with any such Privileged Communication, Allied shall not be deemed to have breached this clause if it consults with its own legal counsel and/or its own insurance professionals on such matters and/or uses such Privileged Communication in any legal action to defend itself



and/or any of Allied's employees. The attorney client privilege and/or work product privilege discussed herein is the Association's privilege to assert and it can only be waived by the Association's Board of Directors. Notwithstanding anything contained in this paragraph 12.5 to the contrary, in the event that a law suit, claim, or administrative complaint, is filed against Allied and/or its employees for any alleged wrongdoing based upon specific advice of the Association's legal counsel, given prior to the incident which is the subject of the dispute, to take certain action(s) or refrain from taking certain action(s) or providing options for action(s), Allied may use such Privileged Communication in an attempt to exonerate itself and its employees. The use of such Privileged Communication is limited to only that which is necessary to defend the alleged wrongdoing.

SECURITY DISCLAIMER. Allied shall not in any way be considered an insurer or guarantor of security within the Property. Neither shall Allied be held liable for any loss or damage by reason of failure to provide adequate security nor for ineffectiveness of security measures undertaken. The Board of Directors on behalf of the Association, Owners and occupants, tenants, guests and invitees, as applicable, acknowledge that Allied does not represent or warrant that any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices, security systems (if any are present) will prevent loss by fire, smoke, burglary, theft, hold-up or otherwise, nor that fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices or other security systems or services will provide the detection or protection for which the system is designed or intended. The Board of Directors on behalf of the Association, each Owner and occupant of any dwelling and each tenant, guest and invitee of an Owner, as applicable, acknowledges and understands that Allied is not an insurer and that each Owner and occupant of any Unit and each tenant, guest and invitee of any Owner assumes all risks for loss or damage to persons, to Units and to the contents of Units and further acknowledges that Allied has made no representations or warranties nor has the Association, any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices or other security systems or services recommended or installed or any security measures undertaken within the Property.

A handwritten signature in black ink, appearing to read "ADR" followed by a stylized flourish.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written:

For **HAMMOCKS COMMUNITY ASSOCIATION INCORPORATED:**



Don Kearns as President

For **ALLIED PROPERTY GROUP, INC.:**



Ana Sanchez Rivero as President

Dated: 03 / 03 / 2026

Dated: 03 / 03 / 2026

This contract is approved by the Court Monitor:

David Gersten, Court Appointed Monitor

Judge David M. Gersten (ret.)
Court Monitor of the Hammocks

Dated: 03 / 03 / 2026



SCHEDULE I
THE HAMMOCKS COMMUNITY ASSOCIATION, INC.
5,545 Units

ADMINISTRATIVE MANAGEMENT

Includes supervising, regional director, bookkeeping services, and Allied Portal.

EFFECTIVE MONTHLY

April 1, 2026 \$17,466.75

Post term 3% annual increase if Contract is extended after Initial Term (rounded to nearest dollar).

ON-SITE STAFF (IF APPLICABLE)

The on-site staff shall consist of the positions listed on Schedule III of this Agreement and are to be provided by Allied. This is the minimum staffing and may only be increased upon prior written approval of the Association and Allied.

The cost reflected above for all personnel shall be reimbursed to Allied at actual wages plus nineteen and .75 percent (19.75%) for payroll related costs. Payroll related costs shall include, but not be limited to, social security tax, federal/state unemployment tax, worker's compensation insurance, criminal background checks, recruitment expense, payroll processing and human resource administration. The burden charged on salaries shall be automatically increased due to any increase in social security, Medicare, unemployment, and/or due to any increases in worker's compensation insurance rates as stipulated by NCCI and/or any other costs of employment mandated by any government entity including but not limited to the cost of direct pass through to the Association on the effective dates of such changes. The cost reimbursement fee stated above does not include health insurance coverage for on-site staff as set out above. Health insurance is provided to all full time employees that choose to select it. Full Time employees work more than 30 hours a week. The cost is \$545.33-\$710.28 per month until renewal January 2027.

ADR [Signature]

SCHEDULE II
THE HAMMOCKS COMMUNITY ASSOCIATION, INC.

- A. The following office expenses will be charged to and become a cost of the Association and will be reimbursed to Allied. These office expenses shall be substantiated with back-up documentation itemizing each charge. These expenses are subject to increase upon 30 days' written notice to the Association.
1. Annual/budget mailings at \$.25 per page (may include a cover page with the owners' mailing address); \$.25 per regular envelope and \$.75 per manilla envelope; plus actual postage.
 2. Maintenance fee and special assessment coupons at \$10.00 per Unit per complete coupon book and statements/direct debit letters at \$5.00 per Unit per statement/direct debit letter.
 3. Special assessment processing at \$2.00 per Unit per assessment installment period throughout the payment term of the assessment.
 4. Meeting minute preparation at \$150.00 per meeting (no charge if performed by on-site staff during their regularly scheduled hours).
 5. Administrative fees for production and inspection of records by Association members (billed at \$50.00 per hour for staff and \$100.00 per hour for senior staff) (no charge if performed on-site).
 6. Courier services at actual cost.
 7. Certified mail handling fee at \$7.35 per piece (no charge if performed on-site). Price will be automatically adjusted for changes made by USPS.
 8. Vendor payments are charged at \$2.00 per ACH, Virtual Credit Card, or check sent via USPS. There is no fee for vendor payments made through the vendor's auto-pay service or paid via the vendor's online service.
 9. Administrative fees for litigation support services, including, but not limited to, court appearances and preparation, production of documents, discovery, meetings with counsel, depositions, etc. (billed at \$75.00 per hour for staff, \$250.00 per hour for senior staff, and \$300.00 per hour for any officers of Allied). This provision is not applicable to staff listed on Schedule III during regular business hours. This provision shall survive the termination or expiration of this Contract.
 10. In the event the governing municipality imposes a charge for a business tax receipt, occupational license or similar charge related to Allied's performance of services for the Association from Association's on-site management office, the actual charge shall be paid by the Association.
 11. In the event the Association cannot provide accurate financial information at the commencement of bookkeeping services which would include, but is not limited to, accurate general ledger beginning balances, Owners' ledgers, financial statement packages and supporting documents or schedules, any additional time of Allied to assist in the process of obtaining accurate financial information shall be charged to the Association at the rate of \$50.00 per hour for accounting employees and \$100.00 per hour for any of Allied's vice-presidents or accounting directors.
 12. Allied shall provide the Association with access to an owner portal at no additional cost to the Association. The owner portal is intended as a communication and information-sharing platform for owners, and it complies with the requirements of Florida Statute 718



and 720. To the extent the Association elects to utilize the owner portal, onsite personnel shall be responsible for maintaining and updating portal content as directed by the Association. Any website(s) maintained by or on behalf of the Association outside of Allied's owner portal shall be developed, hosted, and maintained by a third-party vendor selected by the Association, and shall not be the responsibility of Allied. In the event the Association requests that onsite personnel maintain or update an Association-owned website separate from the owner portal, the Association shall be solely responsible for all related training costs, expenses, and any third-party fees associated with such maintenance.

- B. The following office expenses will be billed to the Association and charged to the Owner for reimbursement to the Association, to the extent not prohibited by applicable law:
 - 1. Preparation of Notice of Late Assessments are billed at \$50.00 each. These amounts will be billed to the Association and charged to the delinquent Owner, all inclusive of mailing and postage.
 - 2. If the Association elects to have Allied send out the statutorily required pre-lien letter, and governing law or regulation does not preclude Allied from preparing this letter, a reasonable charge may be billed to the Association and charged to the delinquent Owner.
 - 3. Check handling fee at \$2.00 per check that is unable to post (i.e. not signed, not dated properly, not made payable to the Association, not submitted with the proper coupon, etc.).
 - 4. Returned Payment Fee will be charged to any payment returned due to insufficient funds, closed account, incorrect bank account entered into the payment system, or for any other reason. The Returned Check Fee of \$25.00 will be billed to the Association and charged to the delinquent Owner.
- C. The following office expenses will be charged to the Owner or third party:
 - 1. Should the Association select a screening company which uses Allied to assist in the screening process and/or the secure storage of screening reports, Allied may be reimbursed by the screening company in an amount as Allied and the screening company may mutually determine.
 - 2. Allied will charge in the preparation of an Estoppel Certificate or Letter hereinafter referred to as "Estoppel Fee". This Estoppel Fee is due upon receipt of Estoppel Certificate or Letter request and is paid by the Requestor. The costs are as follows: Certificate or Letter Regular Service provided within 10 business days is \$299.00; an additional Rush Fee of \$100.00 will be added to requests that wish to have the response within three (3) business days; Questionnaire Regular Service for a 10 business day turnaround is \$299.00; an additional Rush Fee of \$100.00 will be added to requests that wish to have the response within three (3) business days. If a delinquent amount is owed to the association for the applicable unit, an additional fee of \$150.00 will be charged to the Requestor.

Estoppel Certificate or Letter for *Multiple Units* owned by the same owner that are simultaneously requested from the same association and there are no past due monetary obligations owed to the association, the statement of monies due for those units may be delivered in one or more estoppel certificates. The total fee to be charged is as follows:



| | |
|--------------------------|------------|
| For 25 or fewer units: | \$ 750.00 |
| For 26 to 50 units: | \$1,000.00 |
| For 51 to 100 units: | \$1,500.00 |
| For more than 100 units: | \$2,500.00 |

An estoppel certificate that is hand delivered or sent by electronic means has a 30 day effective period. An estoppel certificate that is sent by regular mail has a 35 day effective period. If an amendment of this Estoppel Certificate or Letter is requested *after* this period, you must submit a new request and fee.

If the Estoppel Certificate or Letter requested is in conjunction with the sale or mortgage of a unit but the closing does not occur and no later than 30 days after the closing date for which the certificate was sought, the Requestor must submit a written request, accompanied by reasonable documentation that the sale did not occur from a payor that is not the unit owner, the fee shall be refunded to the Requestor within 30 days after receipt of the request.

A handwritten signature in black ink, appearing to read "ADR" followed by a stylized flourish.

| | | |
|------------------------|-------------------------------|---------------|
| Name of Association | The Hammocks HOA | Neighborhoods |
| Request Type | Proposal | |
| # of Associations | 1 | |
| # of Units | 5,545 | |
| Monthly Mgt Fee (ONLY) | \$17,466.75 (\$3.15 per Unit) | |



| Positions | | # of Employees | HR/Week | | Labor Burden | Total Hrly Cost | Annual Pay Rate Per Employee | Annual Cost to Assoc |
|--|--|----------------|--------------|----------|--------------|-----------------|------------------------------|------------------------|
| | | | Per Employee | Rate | | | | |
| General Manager (CAM) | Maggie Ryan | 1 | 40 | \$ 55.29 | 19.75% | 66.21 | \$ 115,000.00 | \$ 137,716.33 |
| CAM (2) | New Hire (1) Sub Associations & (1) Master | 1 | 40 | \$ 33.65 | 19.75% | 40.30 | \$ 70,000.00 | \$ 83,815.42 |
| Violations Coordinator | Britney Abreu | 1 | 40 | \$ 23.00 | 19.75% | 27.54 | \$ 47,840.00 | \$ 57,288.40 |
| Admin. - Asst. to GM / Accounting | Jennifer Ferandez / New Hire | 2 | 40 | \$ 23.00 | 19.75% | 27.54 | \$ 47,840.00 | \$ 114,576.80 |
| Admin. - Front Desk | New Hire | 2 | 40 | \$ 18.00 | 19.75% | 21.56 | \$ 37,440.00 | \$ 89,668.80 |
| Admin. - Call Center | New Hire - Virtual | 1 | 40 | \$ 20.00 | 19.75% | 23.95 | \$ 41,600.00 | \$ 49,816.00 |
| Maintenance Supervisor | Robert Jackson | 1 | 40 | \$ 23.00 | 19.75% | 27.54 | \$ 47,840.00 | \$ 57,288.40 |
| Maintenance Personnel | New Hires | 4 | 40 | \$ 17.00 | 19.75% | 20.36 | \$ 35,360.00 | \$ 169,374.40 |
| Maintenance Personnel - Sub-Associatic | New Hire | 2 | 40 | \$ 17.00 | 19.75% | 20.36 | \$ 35,360.00 | \$ 84,687.20 |
| Recreational Supervisor | New Hire | 1 | 40 | \$ 20.00 | 19.75% | 23.95 | \$ 41,600.00 | \$ 49,816.00 |
| Recreational Personnel | New Hire | 11 | 40 | \$ 17.00 | 19.75% | 20.36 | \$ 35,360.00 | \$ 465,779.60 |
| | | 27 | | | | | | \$ 1,359,827.35 |
| | | | | | | | Management Fee | \$ 209,601.00 |
| | | | | | | | Health Insurance | \$ 210,600.00 |
| | | | | | | | Total Cost | \$ 1,780,028.35 |

Handwritten signature

THE HAMMOCKS COMMUNITY ASSOCIATION INCORPORATED

BILL OF RIGHTS

Article II.

Oath of Vendors and Independent Management Company

Every vendor and the independent management company shall certify under oath in their contract with the Association, or as an attachment thereto, as follows:

NO-CONFLICT CERTIFICATION UNDER OATH

I swear and certify that neither I, Ana Rivero Sanchez and Jaime Rivero, on behalf of myself and my company Allied Property Group, Inc., nor anyone in my company, or any sub-contractor, solicited or agreed to provide to any Monitor, Board Member, Committee Member, Manager, or any Employee of the Hammocks or Manager anything of value for their use or benefit or the use or benefit of anyone in their family.

I understand that any contract subject to an undisclosed conflict of interest, or a violation of this No-Conflict Certification Under Oath, is voidable by the Association as an ultra vires act.

Under penalties of perjury, I declare that I have read the foregoing No-Conflict Certification Under Oath and that the facts stated in it are true. Fla. Stat. § 92.525.

Allied Property Group, Inc.



Ana Rivero Sanchez

Date: 03 / 03 / 2026



Jaime Rivero

Date: 03 / 03 / 2026

| | |
|--------------------------------|--|
| Title | Allied Property Group - Property Management Contract |
| File name | CLEAN_FINAL_The_H...ated_Schedule.pdf |
| Document ID | f9fe506e1d6d89662e3165c0ba7915f0ef3b5242 |
| Audit trail date format | MM / DD / YYYY |
| Status | ● Signed |

Document History



SENT

03 / 02 / 2026

23:48:50 UTC

Sent for signature to Ana Rivero Sanchez (arivero@alliedpropertygroup.net), Jaime Rivero (jrivero@alliedpropertygroup.net), Don Kearns (dkearns@newhammocks.org) and Judge David M. Gerten, Court Monitor (dgerten@grsm.com) from jjomarron@morganlawgroup.net
IP: 172.226.190.49



VIEWED

03 / 03 / 2026

11:09:13 UTC

Viewed by Ana Rivero Sanchez (arivero@alliedpropertygroup.net)
IP: 73.205.180.103



SIGNED

03 / 03 / 2026

11:11:08 UTC

Signed by Ana Rivero Sanchez (arivero@alliedpropertygroup.net)
IP: 73.205.180.103



VIEWED

03 / 03 / 2026

14:17:27 UTC

Viewed by Jaime Rivero (jrivero@alliedpropertygroup.net)
IP: 73.205.180.103

| | |
|--------------------------------|--|
| Title | Allied Property Group - Property Management Contract |
| File name | CLEAN_FINAL_The_H...ated_Schedule.pdf |
| Document ID | f9fe506e1d6d89662e3165c0ba7915f0ef3b5242 |
| Audit trail date format | MM / DD / YYYY |
| Status | ● Signed |

Document History



03 / 03 / 2026
14:18:05 UTC

Signed by Jaime Rivero (jrivero@alliedpropertygroup.net)
IP: 73.205.180.103



03 / 03 / 2026
14:18:37 UTC

Viewed by Don Kearns (dkearns@newhammocks.org)
IP: 76.159.33.126



03 / 03 / 2026
14:20:34 UTC

Signed by Don Kearns (dkearns@newhammocks.org)
IP: 76.159.33.126



03 / 03 / 2026
14:27:23 UTC

dgersten@grsm.com was changed to dgersten@grsm.com after
requester reassignment.
IP: 104.28.57.247



03 / 03 / 2026
16:25:13 UTC

Viewed by Judge David M. Gerten, Court Monitor
(dgersten@grsm.com)
IP: 98.79.139.121

| | |
|-------------------------|--|
| Title | Allied Property Group - Property Management Contract |
| File name | CLEAN_FINAL_The_H...ated_Schedule.pdf |
| Document ID | f9fe506e1d6d89662e3165c0ba7915f0ef3b5242 |
| Audit trail date format | MM / DD / YYYY |
| Status | ● Signed |

Document History



03 / 03 / 2026
16:26:28 UTC

Signed by Judge David M. Gerten, Court Monitor
(dgersten@grsm.com)
IP: 98.79.139.121



COMPLETED

03 / 03 / 2026
16:26:28 UTC

The document has been completed.

SECOND AMENDMENT TO ASSOCIATION MANAGEMENT CONTRACT

This Second Amendment to the Association Management Contract (“Amendment”) amends that certain Association Management Contract dated March 3, 2026 (“Contract”), as previously amended by that certain First Amendment to Association Management Contract, entered into by and between Hammocks Community Association, Inc., a Florida not-for-profit corporation (“Association”), and Allied Property Group, Inc., a Florida corporation (“Allied”), and is deemed effective April 1, 2026.

WHEREAS, the parties desire to revise certain insurance requirements set forth in Section 5 of the Contract to reflect the coverage approved by the Association’s Board of Directors;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Supplement to Existing Insurance Provisions

The provisions contained in this Amendment shall supplement and modify the insurance provisions set forth in Section 5 of the Contract. To the extent any provision of this Amendment conflicts with the terms of the Contract, as previously amended, the provisions of this Amendment shall control. Except as expressly modified herein, all terms and conditions of the Contract, as previously amended, shall remain in full force and effect. Compliance with the insurance requirements set forth herein shall be determined based on the actual structure and scope of coverage, and not solely on policy limits, labels, or declarations.

2. Amendment to Section 5.1(B) – Directors and Officers Liability

Section 5.1(B)(1) of the Contract is hereby amended to read as follows:

“(1) the D&O coverage shall be maintained in an amount of \$2,000,000.00 per claim and aggregate.”

Section 5.1(B)(2) of the Contract shall remain unchanged.

3. Amendment to Section 5.1(C) – Umbrella / Excess Liability

Section 5.1(C)(1) of the Contract is hereby amended to read as follows:

“(1) the umbrella or excess liability coverage shall be maintained in an amount of \$3,000,000.00 per occurrence and aggregate.”

Section 5.1(C)(2) of the Contract is hereby amended to read as follows:

“(2) such coverage shall provide follow-form coverage solely over the Commercial General Liability policy required under Section 5.1(A), and shall not be scheduled over, apply to, or provide coverage in excess of Directors and Officers Liability, Employment Practices Liability, or Crime/Fidelity coverage.”

4. Crime / Fidelity Coverage

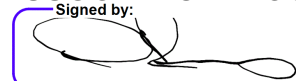
The insurance requirements under the Contract are hereby amended to provide that Crime/Fidelity coverage shall be maintained in an amount of \$4,000,000.00, including employee dishonesty.

5. Ratification of Contract

Except as expressly modified herein, all terms and conditions of the Contract, as previously amended, shall remain in full force and effect and are hereby ratified and confirmed.

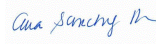
IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

For **HAMMOCKS COMMUNITY ASSOCIATION INCORPORATED:**

Signed by: 
3C2F3D2E873B474
Don Kearns as President


Dated: 4/5/2026 _____

For **ALLIED PROPERTY GROUP, INC.:**

DocuSigned by: 
F8FABD3D687A428...
Ana Sanchez Rivero as President

Dated: 4/4/2026 _____

This Amendment is approved by the Court Monitor:

Signed by: 
8E40700EAED24C6
Judge David M. Gersten (ret.)
Court Monitor of the Hammocks

Dated: 4/9/2026 _____