

COMMUNITY ASSOCIATION MANAGEMENT AGREEMENT

1. COMMUNITY:

This Community Association Management Agreement ("Agreement") is agreed upon, and made by and between Hammocks Community Association Incorporated ("Association") and Affinity Management Services, LLC and/or Assignee ("Manager") and both agree the Association is the entity responsible for the operation of the Community, and as such desires to retain the Manager, and the Manager desires to be so retained, to manage the Community described as: ("Community"): Hammocks Community Association Incorporated
Address: 9020 Hammocks Blvd., Miami, FL 33196-1301
County: Miami-Dade State: Florida Units: 6,559

2. PAYMENT, TERM, DATES:

- A. MONTHS 12 Agreement Initial Term: Time period from February 1, 2025 to January 31, 2026 unless sooner terminated pursuant to this Agreement.
- B. \$ 28,580.10 Regular Management Payment: Monthly payment payable if tendered on the 1st of the month.
- C. February 1, 2025 Commencement Date: Date on which the Manager will assume obligations under this Agreement.
(if left blank then pursuant to Paragraph 16)

3. COMPENSATION: The Association agrees to pay the Manager all sums pursuant to Paragraph 2 (B), the Additional Management Payment Schedule, the Onsite Personnel Schedule, and all other sums due pursuant to this Agreement, and any and all jointly executed addendums attached hereto, in advance on the first Day of each month, payable by automatic funds transfers (or ACH) originated by the Manager. The Association agrees that all outstanding balances tendered after the last Day of every month will be assessed a Late Fee of Fifty and 00/100 US Dollars plus interest at the maximum rate allowable under Florida law on the unpaid balance ("Past Due Payment"). The Regular Management Payment will not increase on the first yearly anniversary of the Commencement Date pursuant to Paragraph 2 (C). If this Agreement continues beyond the first yearly anniversary of the Commencement Date, the Regular Management Payment will automatically increase by an additional one percent at each subsequent yearly anniversary of the Commencement Date up to a maximum of five percent.

4. TERM: This Agreement will commence on Commencement Date and will continue through the Agreement Initial Term thereafter. The Agreement will automatically renew upon the expiration of the Agreement Initial Term ("Initial Term Expiration") for an additional Agreement Renewal Term equal to the Agreement Initial Term. Furthermore, this Agreement will automatically renew upon the expiration of any Agreement Renewal Term thereafter ("Renewal Term Expiration") for an additional Agreement Renewal Term equal to the Agreement Initial Term. Furthermore, in order to prevent the renewal of this Agreement, the Association must provide notice to the Manager of nonrenewal, with or without cause ("Notice of Non-Renewal") a minimum of ninety (90) days prior to the Initial Term Expiration or Renewal Term Expiration.

5. MANAGER'S UNDERTAKING: The Association hereby retains and appoints the Manager, and the Manager hereby accepts such retainer and appointment, on the terms and conditions of this Agreement, as exclusive Manager of the Association throughout Agreement Initial Term and Agreement Renewal Term. The Manager, by the execution of this Agreement, agrees to perform all responsibilities detailed in the Community Association Management Services Schedule attached hereto. The assumption of obligations in this Paragraph 5 is limited to operation and management as agent and does not require the Manager to pay any of the costs and expenses which are the obligation of the Association.

6. AGENCY: All actions taken by the Manager with respect to management under the provisions of this Agreement will be taken solely as an agent of the Association. The Management provided for herein shall be exclusively performed by the Manager subject to the review, direction, control, and supervision of the Association. Accordingly, all obligations and/or expenses incurred in the performance of the Manager's duties and obligations will be for the Account, on behalf of, in assistance to, and at the expense of the Association, except as is otherwise expressly provided herein. The Manager will not be obligated to make any advances to or for the Account of the Association or to pay any sum, except out of funds held or provided by the Association, the Association's Members, the Association's Board of Directors, or its Officers, nor will the Manager be obligated to incur any liability or obligation on behalf of the Association without absolute and unconditional assurance that the necessary funds for the discharge thereof are immediately and presently available.

7. INDEPENDENT CONTRACTOR: Except to the extent otherwise expressly provided herein, the Manager will be deemed to be an independent contractor and not an employee of the Association. The Manager will be free to contract for similar services to be performed for other entities, wherever located, while it is under Agreement with the Association. Under no circumstances will the Association, or the Association's Members, Board of Directors, Officers, employees, agents, guests and invitees look to the Manager as its or their employer, partner, or principal. Nothing herein contained will be deemed to create or be construed as constituting a joint venture or partnership between the Association and the Manager. The Association, and the Association's Members, Board of Directors, Officers,

employees, agents, guests and invitees will not be entitled to, nor will they make any claim for, any benefits accorded to the Manager's employees or contractors including, but not limited to, workers' compensation, vacation or sick pay.

8. RIGHT OF ACCESS: The Manager's performance under this Agreement shall be subject to the Manager's access to the Community and its facilities at all times as shall be necessary so as to perform all obligations of this Agreement. The Manager shall have the right to display a "Managed By" sign on the Community property at any time during the Agreement Initial Term or any Agreement Renewal Term. Said sign will display the Manager's name, company logo, and contact information.

9. DESIGNATION: The Association will submit to Manager within five Days from Commencement Date its designation in writing ("Notice of Designation") of a single individual ("Designee") who will be authorized to deal with the Manager on any and all matters relating to this Agreement. In the absence of the Notice of Designation, the President of the Association will be the Designee. The Association will submit to Manager within five Days from the Commencement Date its designation in writing ("Notice of Contingent Designation") of a single individual ("Contingent Designee") who will be vested with the same powers, authority, and responsibility of the Designee in Designee's absence. In the absence of the Notice of Contingent Designation, Designee, and/or Contingent Designee, the Manager shall approach any other Association Officer or member of the Board of Directors and that individual will be the temporary Designee.

10. REPRESENTATIONS & WARRANTIES: The Association hereby represents and warrants unto the Manager the following: The Association is a Corporation duly organized, validly existing, and in good standing pursuant to Florida Statutes; the execution, delivery and performance of this Agreement by the Association will not conflict with, nor result in the breach of, any agreement, whether oral or written, document, indenture or other instrument, contract, or judicial or administrative order 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 Agreement, and to perform its obligations pursuant to this Agreement, and that it has taken all actions necessary to authorize the execution, delivery and performance of this Agreement; the execution, delivery and performance of this Agreement has been duly and validly authorized by all required corporate action of the Association; this Agreement constitutes the valid and binding obligation of the Association, enforceable against the Association according to its terms; the execution, delivery and performance of this Agreement does not violate any contract, indenture or judicial or administrative order to which the Association is a party or by which it is bound; the Association is not the subject of any voluntary or involuntary bankruptcy proceeding and is not aware of any threatened voluntary or involuntary bankruptcy proceeding; and the Association also represents that it is not 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. The Association is not aware of any labor organizing efforts involving its employees.

11. INSURANCE: The Association, and the Association's Members, Board of Directors, Officers, employees, agents, guests and invitees, as applicable, acknowledge and understand that the Manager is not an insurer or guarantor of security within the Community and that the Association, and the Association's Members, Board of Directors, Officers, employees, agents, guests and invitees assume all risks for loss or damage to persons, to Units and to the contents of Units and further acknowledge that the Manager has made no representations or warranties, nor has the Association, or the Association's Members, Board of Directors, Officers, employees, agents, guests or invitees 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, security individuals or other security systems, recommended or installed or any security measures undertaken within the Community. The Manager will not be held liable for any loss or damage by reason of its failure to provide adequate security or ineffectiveness of the security measures undertaken. The Association, and the Association's Members, Board of Directors, Officers, employees, agents, guests and invitees, as applicable, acknowledge and agree that the Manager does not represent or warrant that any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices, security systems, security individuals (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, security individuals or other security systems will provide the detection or protection for which the system is designed or intended. The Association hereby agrees to maintain at all times and to provide evidence of all insurance coverages required by the Florida Statutes. Upon Commencement Date under this Agreement, the Association will provide a current and original certificate of insurance providing evidence of the aforementioned insurance requirements. Said certificate will show "Affinity Management Services, LLC and any and all of its affiliated or related entities, interest owners, members, managers, managing members, agents, independent contractors, servants and employees" as "additional insureds" on the Commercial General Liability, Directors' and Officers' Liability, Umbrella and Excess Liability policies, and not merely a certificate holder. It is agreed by the Association and the Manager that Manager will be under no obligation to perform its duties under the terms of this Agreement until the original Certificate of Insurance is received and approved by the Manager. No later than the renewal date of any insurance policies required by this Agreement, the Association will supply the Manager with a new, original Certificate of Insurance in compliance with the terms of this Agreement. Manager hereby agrees to maintain at all times the insurance coverages set forth on the Certificate of Liability Insurance attached hereto as Exhibit D. Further, prior to the Commencement Date of this Agreement, Manager will provide evidence to the Association showing that each of the insurance policies identified on Manager's Certificate of Liability Insurance identify the Association and any and all of its officers, directors, members, agents, independent contractors, servants and employees as "additional insureds" under each of those policies, and not merely a certificate holder. No later than the renewal date of any insurance policies required by this Agreement, Manager will supply the Association with a new, original Certificate of Liability Insurance in compliance with the terms of this Agreement.

12. WAIVER OF SUBROGATION: The Association expressly waives all rights of subrogation against the Manager for damages, regardless of whether or not covered by any insurance obtained by the Association or required to be obtained by the Association pursuant to this Agreement. The policies of insurance required to be carried by the Association pursuant to this Agreement will include an express waiver of subrogation either by endorsement or policy language. The waiver of subrogation will be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly and whether or not the person or entity has an insurable interest in the property damaged.

13. ENGAGEMENT OF EMPLOYEES & CONTRACTORS: The Association covenants and agrees that it will not, nor will it permit or allow any other entity providing services to the Association to, hire, employ, contract, or engage (“Engage”) any current or former employees/contractors (“Individual”) of the Manager, during the Agreement Initial Term and the Agreement Renewal Term, and for a period of twenty-four Months following the Initial Term Expiration, Renewal Term Expiration, and Agreement Termination or expiration. If the Association Engages any Individual or permits or allows any other entity to engage the same, the Association will pay the greater of an Additional Management Payment payable to the Manager of thirty percent of the contract price/annual compensation of the Individual or ten thousand and 00/100 US Dollars. This provision will survive the Initial Term Expiration, Renewal Term Expiration, and Agreement Termination.

14. INDEMNIFICATION: To the fullest extent allowed by law, the Association will, and does hereby agree to indemnify, save, defend, and forever hold harmless Manager, its affiliated or related entities, partners, officers, directors, agents, servants and employees from any liabilities, damages, costs, penalties, fines, fees, losses, suits, demands, causes of action, judgments, obligations, claims and expenses, including but not limited to reasonable attorneys' fees and associated costs (whether pre-trial, at trial, mediation or at arbitration and/or in connection with any appeals) incurred, sustained, arising out of or connected with any injury to person or property, or from any matter whatsoever, arising from or in connection with Manager’s performance of services hereunder, but only to the extent caused by the Association’s negligence, breach of this agreement, recklessness or willful misconduct. Such indemnification shall also not apply if such claim, liability, damages, costs, penalties, suits, fees shall result from Manager’s own negligence, intentional tortious conduct, gross negligence, recklessness, willful misconduct, or material breach of this Agreement.

To the fullest extent allowed by law, Manager shall indemnify, defend, and hold harmless the Association, its affiliated or related entities, partners, officers, directors, agents, servants, members, and employees, from any liabilities, damages, costs, penalties, fines, fees, losses, suits, demands, causes of action, judgments, obligations, claims and expenses, including but not limited to reasonable attorneys' fees and associated costs (whether pre-trial, at trial, mediation or at arbitration and/or in connection with any appeals) incurred, sustained, arising out of or connected with any injury to person or property, or from any matter whatsoever, arising from or in connection with Manager’s performance of services hereunder, but only to the extent caused by or alleged to arise from allegations of Manager’s negligence, breach of this agreement, recklessness, intentional tortious conduct, or willful misconduct. Such indemnification shall also not apply if such claim, liability, damages, costs, penalties, suits, fees shall result from the Association’s own negligence, intentional tortious conduct, gross negligence, recklessness, willful misconduct, or material breach of this Agreement.

The provisions of this Section shall survive the expiration or earlier termination of this Agreement. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of any of the indemnification obligations under this Agreement, such legal limitations are made a part of the indemnification obligations and shall operate to amend the indemnification obligations to the minimum extent necessary to bring the provisions into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

15. DEFAULT: In the event that the Association should be in breach or default of this Agreement the Manager may suspend all services, including, but not limited to, all activities assigned to any individual until such outstanding balances due to the Manager are paid. Further, this Agreement may be cancelled or terminated by either party, via certified mail, with or without cause, upon delivery of no less than ninety (90) days’ written notice to the other party. Upon effective date of any such cancellation or termination, the Association shall not be obligated to the Manager for any additional fees but shall be responsible for all accrued and unpaid fees and all cost incurred or contracted for by the Manager pursuant to this Agreement through such effective date of cancellation or termination.

16. EFFECTIVE DATE, TIME & NOTICES: The “Commencement Date” of this Agreement is the day when this Agreement becomes effective and fully enforceable by law. Said date will be the day after the date on which the last of the parties initials and signs, unless otherwise extended by other provisions of this Agreement. Time is of the essence for all provisions of this Agreement. All time periods will be computed in calendar days; (a “calendar day” will be every calendar day including Saturdays, Sundays, and national legal holidays.) All time periods will end at 5:00 p.m. local time (meaning in the county where the Community is located) on the appropriate day. All notices required in this Agreement will be in writing and will be effective when deposited in the United States mail, with proper postage prepaid, certified mail, return receipt requested, and will be properly addressed to the legal address of record of the Association and the Manager; or to such other address as the Association and the Manager will, from time to time, designate for itself, in writing, to each other.

17. ASSIGNABILITY & PERSONS BOUND: The Association agrees that the Manager may assign this Agreement to any other entity, subject to the prior written approval of the Association, which shall not be unreasonably withheld. The Manager will deliver a Notice of Assignment to the Association and will be released from the duty to perform this Agreement upon receipt of such Notice by the Association. The Association covenants, understands, and agrees that it is liable under the terms of this Agreement, and hereby agrees to perform all of the covenants and undertakings herein contained. This Agreement will be binding on and inure to the benefit of the agents, heirs, legal representatives, successors, and assigns of the Association and the Manager.

18. ERRORS & OMISSIONS: The Association and Manager agrees to fully cooperate with each other in the modification of this Agreement in respect to clerical errors, omissions, mistakes or corrections as long as those errors, omission, mistakes or corrections do not materially alter the terms of this Agreement.

19. MODIFICATIONS: The Community Association Management Services Schedule is subject to modifications by Manager only upon approval by the Association and, if still in place, the Court-appointed Monitor. For any such modification to be effective, an Addendum to this Agreement must be executed by the Association and Manager, to which Addendum will be attached a revised comprehensive Community Association Management Services Schedule to be provided by Manager. Additionally, the Association acknowledges and agrees that any increase to the Manager's Labor Burden shall cause an automatic modification to any related pricing in this Agreement, and its related Schedules and Addendums without the requirement to execute a new Agreement. "Labor Burden" shall include but will not be limited to actual cost of human resources administration, payroll processing, timekeeping, employment practices liability insurance, worker's compensation insurance, federal and state unemployment tax, social security tax, supplemental insurances, 401k administration, government-required safety training, uniforms, background and substance screening, and paid time off. In the event of any such modifications to the Manager's Labor Burden, the Manager will deliver a detailed Notice of Pricing Modification to the Association with a revised Schedules and Addendums. No other modification, release, discharge or waiver of any provision hereof will be of any force, effect or value, unless in writing, signed by both of the Association and the Manager.

20. NO WAIVER: The failure of the Association or the Manager to insist in any instance on strict performance of any covenant hereof, or to exercise any option herein contained, will not be construed as a waiver of such covenant or option in any other instance unless otherwise specified in this Agreement.

21. SEVERABILITY: If any term or condition of this Agreement is, to any extent, invalid or unenforceable, the remainder of this Agreement is not to be affected thereby and each term and condition of this Agreement is to be valid and enforceable to the fullest extent permitted by law.

22. CONSTRUCTION & HEADINGS: The pronouns used herein will include, where appropriate, either gender or both, singular and plural. The headings in this Agreement are inserted for convenience only and will not be used to define, limit, or describe the scope of this Agreement or any obligations herein.

23. CONFLICT WITH GOVERNING DOCUMENTS: In case of any conflict between this Agreement, on the one hand, and the Association's publicly recorded Bill of Rights, By-Laws, Articles of Incorporation, and the Amended and the Restated Declaration of Covenants, Restrictions, Easements, Charges and Liens or any Order entered by the Court in the matter styled Ana Danton v. Hammocks Community Association, Inc., Case No. 2022-007798-CA-01 (Miami-Dade County Circuit Court) (collectively, the "Association's Governing Documents"), as may be amended from time to time, on the other, the Association's Governing Documents shall control. Notwithstanding any in this Agreement to the contrary, Manager agrees to fully comply with the requirements set forth in the Association's Governing Documents, including the execution of the Oath attached to the aforementioned Bill of Rights by Manager's owner(s), corporate managerial personnel, and all on-site managerial personnel provided to the Association pursuant to this Agreement.

24. BACKGROUND CHECKS: Manager agrees that this Agreement is contingent upon the completion of a consumer credit report and investigation report consisting of, but not limited to, employment verification, motor vehicle records, criminal scan, credit report, bad check, and driver's license verification, academic verification, workers' compensation information, and drug testing by Manager's owner(s), corporate managerial personnel, and all on-site managerial personnel provided to the Association pursuant to this Agreement. The Association reserves the right, in its sole discretion, to cancel this Agreement without penalty within fifteen (15) days of its receipt of the results of those reports.

25. COMPLETE AGREEMENT: This Agreement constitutes the entire understanding and agreement between the Association and the Manager, supersedes all prior written or oral agreements with respect to its subject matter. The Association and the Manager agree that each has either received or had the opportunity to obtain independent legal counsel with respect to this Agreement. The parties further agree that this Agreement is the joint product of all parties herein and shall not be construed against any individual party as drafter of this Agreement. The Association and the Manager agree that this Agreement is the result of careful negotiations between sophisticated parties and thus any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement, shall not apply to the terms and conditions of the Agreement. This Agreement is in English and will be interpreted according to the commonly understood meaning of the words and phrases in the United States of America. Any and all payments including but not limited to Regular Management Payments and Additional Management Payments shall be made payable to the Manager's legal name and in US Currency. This Agreement and the

application and interpretation hereof, will be governed exclusively by the Florida Statute, in the State of Florida. The Association and the Manager agree to submit to venue and jurisdiction in Miami Dade County, State of Florida. The Association and the Manager 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 Agreement or any agreement or transactions contemplated hereby, and for any counterclaim in connection herewith. In the event any breach, default, controversies, claims, and other matters in question arising out of or relating to this Agreement cannot be settled then the Association and the Manager will submit to settle said breach, default, controversies, claims, and other matters in question arising out of or relating to this Agreement through mediation, arbitration, or court of competent jurisdiction. The Association and Manager irrevocably and unconditionally waive all right to report, or otherwise seek any remedy for any breach, default, controversies, claims, and other matters in question arising out of or relating to this Agreement to/from any entity, agency, or organization other than through mediation, arbitration, or court of competent jurisdiction. In any legal action arising from this Agreement or connected herewith the prevailing party will be entitled to recover all costs and reasonable attorneys' fees incurred (whether pre-trial, at mediation, arbitration or trial and in any appeals).

26. ACCEPTANCE: The Association and Manager have reviewed this Agreement and fully acknowledge and agree to all terms and conditions of this Agreement; and hereby sign, agree, and make effective this Agreement. The Association and Manager agree that this transaction may be conducted electronically, which includes the utilization of electronic signatures to sign the Agreement. The Association and Manager agree that its electronic signature shall have the same force and effect as a handwritten signature. The Manager shall designate at its own and sole discretion the service provider to facilitate the electronic signature process. Under penalties of law all parties signing this Agreement declare that they are an authorized officer, manager, or member signing for the respective entity.

27. GUARANTEE(S)

1. FINANCIAL STATEMENT DUE DATE: 10th of the month

Affinity Management Services agrees to provide the financial statements to the Association by the above date of every month commencing sixty days after our contract's start date. If such financial statements are not provided in time, a credit of fifteen hundred dollars (\$1,500.00) will be applied for that month. This guarantee applies only if the Association agrees to utilize CIT bank for its operating account.

2. REGIONAL MANAGER VISITS: 4 visits per month (one virtual and three onsite)

Affinity Management Services agrees to have a Regional Manager visit the Property (4) times per month (one virtual visit and three on-site visits). If such visits do not happen, a credit of two hundred dollars (\$150.00) will be applied for that month.


3. VALUE CHALLENGE: \$150,000.00 (met). New Challenge: \$50,000.00.

Affinity Management Services agrees to facilitate cost savings to the association in the amount mentioned above within the first 12 months after the transition period of 120 days. Said cost savings shall be acquired through and directly from changes in the association's budget, costs, service contracts, vendors, personnel, operations, owner collections, and additional revenues due to Affinity's managerial direction. If such cost savings do not occur, a credit will be applied monthly over the second year of service.

Acceptance

Date:	<u>11 / 15 / 2024</u>	Signature:		Tax ID:	<u>59-1969248</u>
Phone:	<u>786-553-0295</u>	Print Name:	<u>Don Kearns</u>	Title:	<u>President</u>
Association:	<u>Hammocks Community Association, Inc.</u>				

Date:	<u>11 / 15 / 2024</u>	Signature:	<i>David Gersten, Court Appointed Monitor</i>	Tax ID:	<u>59-1969248</u>
Phone:	<u>305-428-5300</u>	Print Name:	<u>David M. Gersten</u>	Title:	<u>Court Monitor</u>
Manager:	<u>Hammocks Community Association Incorporated</u>				

Date:	<u>11 / 15 / 2024</u>	Signature:		Tax ID:	<u>20-8207034</u>
Phone:	<u>305-325-4243</u>	Print Name:	<u>Rafael P. Aquino</u>	Title:	<u>Co-Founder / CEO</u>
Manager:	<u>Affinity Management Services, LLC</u>				

**COMMUNITY ASSOCIATION MANAGEMENT SERVICES SCHEDULE
EXHIBIT A: FINANCIAL & ADMINISTRATIVE MANAGEMENT SERVICES**

During the Agreement Initial Term and any Agreement Renewal Term hereof, the Manager will assist the Association in performing the following Services as requested by the Association, when and if needed, or as otherwise specified in this Exhibit A.

A. FINANCIAL MANAGEMENT SERVICES:

1. BUDGET PREPARATION: The Manager will prepare one Annual suggested operating budget for the Association setting forth an itemized statement of anticipated receipts and disbursements.

2. BOOKKEEPING: The Manager shall establish and maintain an accounting system with Manager's choice of accounting software, chart of accounts, and general ledger codes in respect to each item of income and expense recorded for the Association's accounting records. A record of income, expenses, assets and liabilities will be maintained. The Manager will prepare and maintain the records necessary to produce periodic computerized financial reports, and provide the Association a copy of the following reports monthly: i) Balance Sheet- List of assets and liabilities as of the end of the month, ii) Income and Expense Statement- List of income and expenses by account, showing the month's activity, and comparison to the budget, iii) Delinquency Report- List of unpaid unit owner charges on an aged basis, and iv) Aged Open Items- List of unpaid vendor charges on an aged basis.

3. COLLECTION OF ASSESSMENTS & SPECIAL ASSESSMENTS: The Manager will be authorized to request, demand, collect, and receive Assessment and Special Assessments and other amounts due to the Association subject to the collection policy set forth in section (4) immediately below. The Manager will prepare the payment method(s) authorized by the Association for the timely collection of Assessment and Special Assessments. The preparation of the payment method will include the annual production and mailing of Coupon Books if authorized by the Association. The Association will pay any Coupon Books, if authorized, as an Additional Management Payment payable to the Manager pursuant to the Additional Management Payment Schedule attached hereto. The Manager will cause the proper receipt and processing of the Member's payments of Assessment and Special Assessments by using bank lockbox services performed by a bank approved by the Association and, if still in place, the Court-appointed Monitor. Under no circumstances will cash be accepted by the Manager on behalf of the Association. The Association and Manager agree that, regardless of the Manager's pre-approved use of technology, members of the Association will be permitted to pay assessments and other amounts due and owing by any member to the Association in-person at the Association's main clubhouse, located at 9020 Hammocks Boulevard, Miami, Florida 33196, via check.

4. DELINQUENT COLLECTION & PROCESSING: The Manager will implement a collection policy, subject to prior approval by the Association and, if still in place, the Court-appointed Monitor, that will establish dates and actions the Manager will take related to delinquency accounts. These collection actions ("Delinquency Services") shall include the Manager administering the delinquency procedure by charging periodic late fees payable to the Association, preparing warning letters in the Association's name consistent with the procedure, and answering questions regarding accounts. The delinquent Members will pay any Delinquency Services as an Additional Management Payment payable to the Manager pursuant to the Additional Management Payment Schedule attached hereto. The Manager will cooperate to the best of its ability in any activity dealing with litigation including, but not limited to court appearances and preparation, production of documents, discovery, meetings with counsel, depositions, proceedings with local, municipal or State government and/or any of its respective agencies and departments ("Legal Coordination"). The Association will pay any Legal Coordination as an Additional Management Payment payable to the Manager pursuant to the Additional Management Payment Schedule attached hereto.

5. INVOICE PROCESSING & DISBURSEMENT: The Manager will cause to be paid periodically, as required, all financial obligations of the Association, to the extent that an invoice for the respective financial obligation has been submitted to the Manager, and the Association has provided funds for the payment thereof. The Manager will not be liable for the failure to pay any bills of the Association. The Manager will prepare checks for the Association's execution for payment of the Association expenses. The Manager will not use its own funds to assist the Association's. Nor will the Manager be responsible for the consequences of insufficient Association funds. The Association checks will be executed by the Designee.

6. FINANCIAL AUDIT & TAX PREPARATION: The Manager will submit the Association's financial records to the Association's Certified Public Accountant ("CPA") after the end of each fiscal year. The Manager will cooperate with the Association's CPA in the annual financial audit, review, or compilation by making all the records, books, and files available for inspection and review. Additionally, the Manager will cooperate with the CPA to facilitate the Federal and State income tax returns.

7. INSURANCE ADMINISTRATION: The Manager will assist the Association and its qualified insurance agent in placing the required insurance.

B. ADMINISTRATIVE MANAGEMENT SERVICES:

Office Services shall include but not be limited to printing, faxes, postage, envelopes, long distance phone calls, courier services, record storage and retrieval costs, checks, and any related costs to the performance of services pursuant to this Agreement. The Association will pay for any Office Services as an Additional Management Payment payable to the Manager pursuant to the Additional Management Payment Schedule attached hereto.

1. RECORD KEEPING: The Manager will develop and maintain a filing system of the Association's records. All Association records will be kept at a location designated by the Manager in accordance with Florida Statutes and will be available for inspection pursuant to Florida Statutes.

2. COMMUNICATIONS: The Manager will arrange the distribution of notices required by the Association.

3. UNIT TRANSITION SERVICES: The Manager will address any request for an Estoppel, Community Questionnaire, and Application for Occupancy pursuant to Florida Statutes and Manager's own policies and forms. These requests and Manager's efforts to address them are ("Transfer Services"). The Members and/or prospective Members, their mortgagees and lienors will pay any Transfer Services as an Additional Management Payment payable to the Manager pursuant to the Additional Management Payment Schedule attached hereto.

4. TECHNOLOGY: The Association acknowledges and agrees that the Manager may use technology and technology tools and services ("Technology"), in whichever form it may take, to provide the Services in this Agreement and any Schedules attached hereto. However, such technology may be used only upon prior approval by the Association.

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**COMMUNITY ASSOCIATION MANAGEMENT SERVICES SCHEDULE
EXHIBIT B: SITE MANAGEMENT SERVICES**

During the Agreement Initial Term and any Agreement Renewal Term hereof, the Manager will assist the Association in performing the following Services as requested by the Association, when and if needed, or as otherwise specified in this Exhibit B. The Manager shall provide one roving personnel, and/or the designated on-site personnel pursuant to the Onsite Personnel Schedule attached hereto for the purpose of providing the services in this Exhibit B. The Association will pay any onsite personnel provided by the Manager as an Additional Management Payment payable to the Manager pursuant to the Onsite Personnel Schedule attached hereto.

A. SITE MANAGEMENT SERVICES:

1. POLICY DEVELOPMENT: The Manager will support an on-going Association development of resolutions to address important administrative and policy matters and offer suggestions to the Association regarding their governing process and responsibilities.

2. COMPLAINTS & RULES ADMINISTRATION: The Manager will assist the Association in the refinement and/or development of the rules, regulations, and architectural review guidelines. The Manager will take such actions as may be reasonably necessary to advise the Association and Members of the need to comply. Notwithstanding anything contained in this Agreement to the contrary, the Association hereby acknowledges that in no event will the Manager be liable for the failure of the Association and the Members to comply with all such laws, statutes, ordinances and rules of governmental authorities and the Declaration, Articles of Incorporation, By-Laws of the Association and applicable rules and regulations of the Community. Notwithstanding anything to the contrary contained herein, the Manager does not have the authority to provide and will not be responsible for providing legal advice to the Association regarding the interpretation or application of law.

3. MEETING PREPARATION: The Manager will: a) coordinate and attend the Annual Members' Meeting, the Annual of Board of Directors Meeting, the Election and all Election events, as well as the regular, special, and closed meetings of the Association's Board and each of the Association's Committees; b) prepare appropriate documentation required to support those meetings, including, but not limited to, preparing and posting the notices to owners on the bulletin board and the Hammocks Wesbit; and, 3) take, prepare, and finalize minutes for each of the Board and Committee Meetings of the Association and the coordinate the posting and/or publication, as applicable, of those meeting minutes in accordance with the Governing Documents. The Manager will also arrange the necessary materials, procedures, personnel, and otherwise support for the operation of those meetings for live and video conference attendance of the owners and their guests.

4. COMMUNITY INSPECTIONS / MANAGEMENT REPORT: The Manager will conduct weekly inspections of the Community. The Manager will prepare a weekly Management Report to facilitate the Association's understanding of the periodically occurring events.

5. MAINTENANCE REQUEST PROCESSING: The Manager will purchase, as needed, on behalf of the Association, all services, supplies, and materials as may be necessary or desirable to address any Maintenance requests. Such purchases will be made in the name of the Association. Any such purchases of more than Five Hundred and 00/100 Dollars will be subject to the prior consent of the Association unless provided for in the approved budget of the Association.

6. PROFESSIONAL SERVICES SELECTION: The Manager shall assist the Association in selecting the specific professional services vendors the Association shall require.

7. CONTRACT BIDDING: Subject to prior approval by the Association and, if still in place, the Court-appointed Monitor, the Manager will develop a competitive bidding process for Maintenance and Major Improvement pursuant to Florida Statutes. The Association and the Manager hereto acknowledge and agree that notwithstanding anything to the contrary contained herein or elsewhere in this Agreement, the Manager will not perform, nor be expected to perform, the services which would normally be performed by a construction manager, project manager and/or an engineer on construction projects undertaken, or to be undertaken, by the Association. The Association will not rely on the Manager for legal or technical accuracy or completeness of contracts or proposals.

8. MAJOR IMPROVEMENT: Major Improvement shall include any expenditure equal to or more than Ten Thousand and 00/100 US Dollars, that will increase the useful life of the Community and/or Common Elements greater than one (1) Year in length; extraordinary services of any kind; construction projects; and/or capital improvement activity whether or not after Acts of God and other insurable claims such as, without limitation, hurricanes, fire or floods. Examples of Major Improvement include roof repair and replacement, exterior and interior painting, asphalt and pavement resurfacing, swimming pool repairs and resurfacing, and elevator repairs and replacement. The Association and the Manager recognize that the Manager provides no construction or engineering services of any kind and does not function as an architect, engineer, general contractor, subcontractor, materialman, construction manager, or in any other capacity related to construction or engineering, but that the Manager will incur additional administrative burdens coordinating Major Improvement for the Association, and as such the Association will pay any coordination of Major Improvement as an Additional Management Payment payable to the Manager pursuant to the Additional Management Payment Schedule attached hereto.

9. EMERGENCY SERVICES: The Manager will administer a telephone call program (“Emergency Services”) to respond to the Association service-related emergencies requests.

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**COMMUNITY ASSOCIATION MANAGEMENT SERVICES SCHEDULE
EXHIBIT C: ONSITE PERSONNEL SCHEDULE**

A. GENERAL: Pursuant to Community Association Management Services Schedule Exhibit B, the Manager shall, subject to the Association’s approval or, if permitted by the Association, in Manager’s sole discretion, provide designated on-site personnel to the Association.

B. ALLOCATED TIME: The Association will cooperate and pay the agreed upon rate when the selected onsite personnel are required to attend periodic off- site continuing education programs or training sessions arranged by the Manager. The Association acknowledges and agrees to the Manager’s paid holiday time off policies, and paid time off (“PTO”) policies as stipulated in the Manager’s employee handbook, subject to change at Manager’s discretion. The Association acknowledges and agrees that PTO shall be earned and provided pursuant to onsite personnel’s time of employment with the Manager, as stipulated in the Manager’s employee handbook. Additionally, the Association acknowledges and agrees that the Manager is not required to provide substitute onsite personnel during PTO periods.

C. MEDICAL INSURANCE: Single standard medical benefits shall be offered to all eligible on-site personnel at a cost to the Association of six hundred fifteen 00/100 US Dollars per month, per employee. (If the Association elects to hire eligible full-time employees of the Manager for a part-time position at the Association, this amount will be charged on a pro-rata basis.) The premiums for such coverage are due in full as to any employee employed as of the first of the month, and there is no credit or pro-rate return of any portion of the monthly premium should an employee resign, be terminated, or transferred after the first of the month. Rates are guaranteed through current calendar year; however, the Association agrees to pay the difference of any increase in cost related to the standard medical benefits during the pendency of this Agreement.

D. TIME KEEPING: The Association agrees that the Manager shall select the timekeeping method for all onsite personnel and that it shall reimburse Manager at actual cost for the related expenses of collecting and reporting time worked by onsite personnel.

E. ON SITE PERSONNEL: (Select as applicable)

Master Association	Hourly Rate	Hrs. P/Wk.	Salary	Burden %	Annual Investment	Monthly Investment
Management Fee					\$306,961.20	\$25,580.10
General Manager	\$57.69	40.00	\$119,995.20	19.75%	\$143,694.25	\$11,974.52
Assistant GM	\$35.34	40.00	\$73,507.20	19.75%	\$88,024.87	\$7,335.41
Administrative Assistant (2)	\$21.75	80.00	\$90,480.00	19.75%	\$108,349.80	\$9,029.15
AR/AP Clerk	\$22.00	40.00	\$45,760.00	19.75%	\$54,797.60	\$4,566.47
Admin - Front Desk (2)	\$19.00	80.00	\$79,040.00	19.75%	\$94,650.40	\$7,887.53
Violations Coordinator	\$22.00	40.00	\$45,760.00	19.75%	\$54,797.60	\$4,566.47
Maintenance Supervisor	\$28.85	40.00	\$60,008.00	19.75%	\$71,859.58	\$5,988.30
Maintenance Tech / Painter	\$19.50	40.00	\$40,560.00	19.75%	\$48,570.60	\$4,047.55
Groundskeeper (4)	\$18.00	160.00	\$149,760.00	19.75%	\$179,337.60	\$14,944.80
Janitorial (2)	\$17.50	80.00	\$72,800.00	19.75%	\$87,178.00	\$7,264.83
Recreation Supervisor	\$21.63	40.00	\$44,990.40	19.75%	\$53,876.00	\$4,489.67
Recreation Staff (11)	\$17.50	440.00	\$400,400.00	19.75%	\$479,479.00	\$39,956.58
					\$1,771,576.51	\$147,631.38

Neighborhood	Hourly Rate	Hrs. P/Wk.	Salary	Burden %	Annual Investment	Monthly Investment
Management Fee					\$0.00	\$0.00
Assistant Manager	\$25.00	40.00	\$52,000.00	19.75%	\$62,270.00	\$5,189.17
Grounds Keeper (2)	\$18.00	80.00	\$74,880.00	19.75%	\$89,668.80	\$7,472.40
					\$151,938.80	\$12,661.57

These rates shown above are explicitly a reference point and not a guarantee by Affinity Management Services, LLC. These rates are market driven and may change from candidate to candidate depending on numerous factors and are not under the direct influence or control of Affinity. If Affinity observes a need or opportunity to change one way or another, Affinity will consult with the Association.

The Manager shall, subject to the Association’s approval or, if permitted by the Association, in Manager’s sole discretion, provide the selected on-site personnel to the Association. The Association will pay the selected onsite personnel provided by the Manager at a rate of the actual compensation paid for each selected onsite personnel plus the stipulated Labor Burden percentage. Additionally, the Association will pay the Manager any additional hours in excess of the Minimum Hours/Week for which Manager has received prior approval from the Association at rate of one and a half times the actual compensation rate for each selected onsite personnel plus the

stipulated Labor Burden percentage. The Association agrees to pay said amounts as an Additional Management Payment payable to the Manager pursuant to Paragraph 3 of this Agreement. Labor Burden shall, at Manager's sole discretion, include but will not be limited to actual cost of human resources administration, payroll processing, timekeeping, employment practices liability insurance, worker's compensation insurance, federal and state unemployment tax, social security tax, supplemental insurances, 401k administration, required safety training, background and substance screening.

ADDITIONAL MANAGEMENT PAYMENT SCHEDULE

Pursuant to the Community Association Management Services Schedule, the Association will pay the below listed items as an Additional Management Payment payable to the Manager. The Additional Management Payment shall be at a rate of:

Printing B/W – offsite printing	\$0.25 per page
Envelopes - offsite printing	\$0.25 per piece
Printing Color - offsite printing	\$0.35 per page
Ledger B/W Letter - offsite printing	\$0.85 per page - <i>(Newsletter/ Statement mailings)</i>
Ledger Color- offsite printing	\$1.25 per page - <i>(Newsletter/ Statement mailings)</i>
Certified Letter - offsite printing	\$2.50 per piece
Maintenance Payment Processing Fee	\$0.55 per unit/month
Checks / Check Exceptions	\$2.00 per check
Postage	actual cost
Courier Service	actual cost
Coupons	\$8.00 per unit per year (only after Board approval)
CPA/Tax Package Prep	\$750 per year
Web portals, compliance (arc. & violations) system, data hosting & digital archiving	\$399 per month.

EXTRAORDINARY REIMBURSEMENTS – Upon Board Approval

Loan administration charge	0.375%
Major Improvement	Included
Notary Service	\$10.00 per stamp
Storage of community records	\$2.00 per box / month – <i>if stored offsite</i>
Emergency services	Staff Overtime Rate
Special assessment administration	\$2.50 per unit, per month
Website	\$157.00 per month

Litigation, court appearances, depositions, evictions, and research regarding legal matters and/or insurance claims are an additional expense. There will be an hourly charge of Sixty-Five Dollars (\$65.00) per hour for staff and Two Hundred Dollars (\$200.00) per hour for senior staff.

Reimbursed at Cost: Name tags, uniforms, business cards, fees associated with purchase/install/service/monthly maintenance of all cell phone and/or onsite computers.

The following office expenses will be charged to the Owner or third party.

1. NSF Fee - \$35.00
2. Delinquent account reminder letters shall be at a rate of Ten Dollars (\$10.00) for each delinquent (late) notice; Twenty-Five (\$25.00) for each final notice mailed. There is a one hundred and Fifty-Dollar (\$150.00) processing fee for each authorization to proceed. These amounts will be billed to the delinquent owner as collection cost and will only be reimbursed to Affinity if collected by the Association from the delinquent owner.
3. Resale certificate, title transfer, rental / sale application, Estoppel letter, condo questionnaire and expediting fees will be billed directly to the owner or third party in an amount permitted by the Florida Statute.

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, Rafael P Aquino, on behalf of myself and my company Affinity Management Services, LLC (if applicable), 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.

11 / 15 / 2024

Date: 11 / 15 / 2024.



Rafael P. Aquino, Member Mgr
Affinity Management
Services, LLC



RPA

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, Pedro M. Garcia, on behalf of myself and my company Affinity Management Services, LLC (if applicable), 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.

Date: 11 / 15 / 2024.

Pedro M Garcia
Pedro M. Garcia, Member Mgr
Affinity Management
Services, LLC



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File name	Hammocks%20-%20FI...%2811.15%29%2.pdf
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11 / 15 / 2024
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22:14:56 UTC

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