

COLLECTION SERVICES AGREEMENT

This Collection Services Agreement, effective as of this 27th day of January, 2025 (“Effective Date”), is made by and between, HAMMOCKS COMMUNITY ASSOCIATION INCORPORATED, a not-for-profit corporation duly organized under the laws of the State of Florida and having its principal place of business at 9020 Hammocks Blvd., Miami, FL 33196 (referred to herein as the “Association”), and SCHWARTZ VAYS LLC dba “Schwartz Vays,” duly organized under the laws of Florida and having its principal place of business at 7215 NE 4th Avenue, Suite 101, Miami, FL 33138 (referred to herein as “SV”). The Association and SV are each a “Party” and are collectively referred to herein as the “Parties.” This Collection Services Agreement, together with all schedules, exhibits, amendments, and addenda, is referred to collectively as the “Agreement.”

WHEREAS, the Association is subject to a permanent injunction for a Court Monitorship in the Florida circuit court case *Danton v. Hammocks Community Association Incorporated*, Case No. 2022-007798-CA-01 (Fla. 11th Jud. Cir. Ct. April 27, 2022), requiring the Court Monitor, Judge David M. Gersten (ret.), to approve the retention and termination of all vendors, such as SV, as well as the payment of all expenses;

WHEREAS, the Association constitutes a “homeowners’ association” as defined under section 720.301(9), Florida Statutes, meaning it is a Florida corporation responsible for the operation of a community (and its common areas) in which the voting membership is made up of parcel owners and is authorized to impose assessments on the parcel owners that, if unpaid, may become a lien on the parcel (“Parcel Owners” and each individually a “Parcel Owner”).

WHEREAS, pursuant to the Association’s Amended and Restated Declaration of Covenants, Restrictions, Easements, Charges and Liens for the Hammocks, Bill of Rights, Restated Articles of Incorporation, Restated By-Laws, Board of Directors Resolutions, Budget, and any amendments to any of the foregoing (collectively, the “Association Documents”), the Parcel Owners are required to pay periodic assessments and, from time to time, special assessments (collectively, the “Assessments” and individually an “Assessment”).

WHEREAS, certain Parcel Owners have failed to pay Assessments and other charges when due, including but not limited to interest and late fees in accordance with the Association Documents or applicable law, and maintain a delinquent balance owed to the Association.

WHEREAS, SV is a properly licensed and insured collection agency specializing in collections for community associations.

WHEREAS, the Association wishes to engage SV to provide collection agency services, in accordance with **Schedule A**, on delinquent Parcel Owner accounts, and SV wishes to perform such collection agency services on the terms and subject to the conditions set forth in this Agreement.

WHEREAS, each delinquent Parcel Owner account submitted by Association to SV is referred to herein as a “Submitted Parcel.”

WHEREAS, Each Submitted Parcel is considered a “Resolved Parcel” when the Submitted Parcel’s ledger is brought to a zero-balance owing or upon the Association’s acquisition of title to the Submitted Parcel.

NOW, THEREFORE, in consideration of the promises, representations and mutual covenants set out below, the Association and SV hereby agree as follows:

1. **ENGAGEMENT:** By its execution hereof, Association hereby engages SV to provide exclusive collection services with respect to Submitted Parcels subject to the terms and conditions set forth in this Agreement.
2. **SUBMITTED PARCELS**
 - 2.1 **Services:** Upon SV’s receipt and acceptance of a Submitted Parcel, SV shall use commercially reasonable efforts to collect all delinquent Assessments and related charges on behalf of the Association from the Parcel Owner of the Submitted Parcel. SV is granted, for and on behalf of the Association as to each Submitted Parcel only the exclusive right and authority to: (i) maintain the Association’s official account ledger; (ii) issue demands for payment; (iii) receive and process all payments (including but not limited to payments from interested parties on account, such as lenders, escrow agents, etc); (iv) negotiate and facilitate payment plans; (v) compromise or settle Submitted Parcel balances (other than the Assessment balances—i.e., SV’s Service Fees); (vi) issue estoppel letters, payoff letters, and/or certificates of account in connection with the sale or ownership transfer of a Submitted Parcel; (vii) with the Association’s prior written consent cause the filing of a claim for surplus proceeds; (viii) commence the recording of a claim of lien or a release of lien that was commenced under this Agreement; (ix) with the Association’s prior written consent cause the filing of a proof of claim in the event of a Bankruptcy filing; (x) with the Association’s prior written consent help to coordinate and manage the progress of Legal Filing Matters; and (xi) continue to exclusively service the Submitted Parcel until it becomes a Resolved Parcel unless and until the Association hires legal counsel to collect the delinquent Assessments from a Submitted Parcel making SV a cost lienor on the file.
 - 2.2 **Automatic Submission of Parcels:** The Association, or its Manager, may determine a collections threshold amount where, in the event the delinquent Assessments of a parcel surpass the designated threshold, the parcel will be automatically submitted to SV for the commencement of services. The collections threshold may be disclosed on **Schedule B** or subsequently submitted in writing to SV.
 - 2.3 **Limited Power to Engage Third Party Attorney:** SV is hereby granted the limited authority, and as deemed necessary by SV, to retain, on behalf of the Association, a third-party attorney to represent the Association solely with respect to filing a claim of lien, a release of lien, or a claim for surplus proceeds. Any costs incurred by SV pursuant to this section shall be charged and payable in accordance with Sections 3, 4, and 5. Costs shall be disclosed in advance and approved by the Association in writing before incurred. Charges incurred before the Association’s written consent are voidable at the Association’s sole discretion. The Association’s foreclosure attorney is currently Maia Aron, Esq., Mark Migdal & Hayden, 80 SW 8th St., Ste. 1999, Miami, FL 3130. Prior written consent is needed from the Association before choosing any other attorney. Notwithstanding the foregoing, for purposes of lien recording and surplus claims, the Association hereby pre-approves Avri Ben-Hamo, Esq., Ben-Hamo Law, 6001 Broken Sound Parkway NW, Ste 416, Boca Raton, FL 33487. The pre-approved attorney rates are provided for in

Schedule B.

2.4 **Legal Filing Matters:** Upon the Association’s approval to pursue a lien foreclosure, eviction action, monetary action, bankruptcy litigation, probate filing, or other related legal filing (herein referred to as “Legal Filing Matters”), the Association may approve the third-party attorney engaged by SV pursuant to Section 2.3; alternatively, the Association may select an alternate Attorney to pursue said Legal Filing Matters and to work in conjunction with SV to progress the Legal Filing Matters. The Association shall be liable for any and all attorney’s fees and costs incurred in connection with Legal Filing Matters so long as the Association directly engages the attorney via a written retainer agreement before charges are incurred.

3. FEES ON SUBMITTED PARCELS

3.1 **Delinquency Service Fees:** SV shall earn and be paid an amount equal to the sum of all late fees and interest accruing from the time the delinquency arose in accordance with the Association Documents and applicable law. The Association’s governing documents provide that late fees and interest are \$20.00 once per quarter and 18% simple interest per annum starting after thirty (30) days past due. Note the Association’s Governing Documents permissibly deviate from the amounts otherwise allowed under Florida law.

3.2 **Collection Service Fees:** In addition to payment of the fees described in Section 3.1, SV shall earn and be paid the fees reflected on **Schedule B**. The Collection Service Fees reflected on **Schedule B** are subject to change at SV’s discretion. The Association is not obligated to accept a change in Service Fees and must approve any change in Service Fees in writing before the rates charged can be changed. If approved, changes in Service Fees must be properly disclosed and published in advance to all owners.

3.3 **Service Fees:** The aforementioned fees payable to SV shall collectively be referred to herein as “Service Fees.” Service Fees, in addition to costs, shall be charged to the Association, deferred by SV, and added to the Submitted Parcel ledgers to be collected exclusively from the sums collected from the Parcel Owners upon payment of their amounts due on the Submitted Parcel to the Association.

3.4 The Association hereby waives a traditional invoice-based billing process for compensation owed and due to SV from the Association. However, at any time, the Association may request an invoice of amounts due to SV.

3.5 In the event SV reasonably determines that Service Fees are not collectible on a Submitted Parcel due to applicable law or court order, SV shall not seek reimbursement of the Service Fees. Upon this determination, SV will have no further responsibility to the Association for collection services and will release the Submitted Parcel to the Association, freely allowing the Association to engage in any other collection activities concerning that previously Submitted Parcel.

3.6 In the event the Association acquires title to a Submitted Parcel (and SV has not made the determination in Section 3.5 above), any and all Service Fees and costs due SV shall become immediately due and payable.

4. PAYMENTS ON SUBMITTED PARCELS

4.1 SV is authorized to exclusively receive payments until such time each Submitted Parcel becomes a Resolved Parcel. If the Association, or any agent of the Association, receives or accepts a payment for a Submitted Parcel, they shall immediately send the payment(s) received to SV for processing and proper account crediting.

4.2 If the Association, or any agent of the Association, fails to immediately notify SV and send payments received to SV, pursuant to Section 4.1, and deposits said payments directly, this

will constitute a Payment Processed by Client (“PPC”). Upon notice to SV of a PPC by the Association, any Agent of the Association, or the owner of a Submitted Parcel who has provided a backup for the PPC, SV shall apply the PPC to the Submitted Parcel’s ledger(s), and SV shall be entitled to retain and deduct any amounts that would be due to and retained by SV as if the payment were properly forwarded and deposited by SV.

4.3 All payments received or PPC’s for Submitted Parcels shall be applied in accordance with applicable law.

5. **DISTRIBUTION OF SUBMITTED PARCEL PROCEEDS:** Amounts due to the Association shall be paid monthly following collection and receipt by SV, after applicable offsets and deductions are made by SV for Service Fees and costs. The Association acknowledges that the application of the payment schedule as provided for under applicable law, and the timing in which SV offsets, deducts, and retains Service Fees and Costs, are not mutually exclusive of one another. Therefore, SV is hereby granted the right to set off, deduct, and retain any amounts owed to SV against any amounts due to the Association on Submitted Parcel proceeds. All remaining Assessments or other amounts collected in excess of the Service Fees and costs will be paid to the Association. With respect to each Submitted Parcel, once the unit becomes a Resolved Parcel, and all amounts due to SV have been satisfied in accordance with this Agreement, or at SV’s reasonable determination, the collection file will be closed by SV, and SV shall release same back to the Association.
6. **REPORTS:** SV shall provide monthly reports to the Association as to the status of Submitted Parcel upon the Association’s written request. Upon a Submitted Parcel becoming a Resolved Parcel, SV shall no longer provide collection services to such previously Submitted Parcel and will provide a final accounting and release to the Association.
7. **NOTICES TO SV:** The Association, or any agent on behalf of the Association, shall notify SV immediately in writing upon any of the following in connection with a Submitted Parcel: (a) any receipt of notice of a bankruptcy filing, debtor attorney representation, foreclosure action, tax lien/deed application or sale, or change in mailing address; (b) any change to the contact information for the Manager or Association; (c) any changes or amendments to the Association Documents; (d) any change in the amount of any Assessments, the passing of any special assessments, fines, violations, or other non-Assessment related fees; (e) receipt of any payment on account; (f) any changes in ownership of a Submitted Parcel; and (g) any actual, threatened, or alleged claims that may impact the performance of this Agreement and/or give rise to a potential trigger of the indemnity provisions provided for herein.
8. **DUTY TO COOPERATE:** In an effort to properly enforce the rights provided herein, SV may require additional documentation and/or information on Submitted Parcels to progress the collection files. The Association hereby agrees, and shall also direct its managing agent, to be available, responsive, and use best efforts to collect and provide information and documentation necessary to answer any and all inquiries and requests made by SV. Failure by the Association, or its managing agent, to be available, reply, or obtain an answer to an SV inquiry or request, or in the event the Association does not consent to enforce its rights via Legal Filing Matters upon SV request, within sixty (60) calendar days, may result in SV closing the collection file and any amounts owed to SV pursuant to this Agreement will become immediately due and payable for such Submitted Parcel.
9. **TERM:** This Agreement is made as of the Effective Date and shall become binding upon its execution by both Parties. Either Party may terminate this Agreement for: (i) “good cause shown”, (“good cause shown” is defined as a breach of this Agreement which is not timely cured by the breaching party); or (ii) convenience. The terminating party must provide a written termination

notice of not less than thirty (30) days before the effective date of the termination to the non-terminating Party by a duly authorized representative of such terminating Party. In the event of termination for good cause shown, the breaching party shall be provided with a cure period of 30 days to remedy such breach. Upon a termination by SV for good cause shown or termination of convenience by the Association, any and all Service Fees and Costs due to SV, in accordance with this Agreement, which are not yet recovered will become immediately due and payable by the Association. Upon a termination by the Association for good cause shown or a termination of convenience by SV, any and all Service Fees and Costs due to SV, in accordance with this Agreement, which are not yet recovered will be waived and released by SV.

10. **CONFIDENTIAL INFORMATION:** The Parties recognize and accept that this contract is subject to a Court Monitorship, the Association Documents, and Chapter 720, Florida Statutes, prohibiting the confidentiality of this Agreement or any of the Board's decisions regarding this Agreement and the reasons for termination, if ever needed. One of the Association's primary goals is to provide transparency to all owners in the community regarding all relationships and contracts with its vendors without any confidentiality, except as required by the Association Documents or applicable law. Notwithstanding the foregoing, the Association acknowledges and agrees that certain provisions of this Agreement are considered proprietary information by SV and the Association, except as may be required by law, shall hold this Agreement in the strictest confidence, and shall not, without the prior written consent of SV, disclose or share this Agreement with the public, in any public forum, or with any other party not identified in this section.
11. **VENUE; ATTORNEY FEES:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue for any dispute or enforcement required concerning this Agreement shall be in Miami-Dade County, FL. If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall be modified to reflect the Parties' intention solely to the extent necessary to comply with applicable law, and all remaining provisions of this Agreement shall remain in full force and effect. In the event of a dispute or enforcement concerning this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees, administrative fees, and all costs incurred in connection to said dispute or enforcement. The Association and SV hereby waive any and all rights they may have to a trial by jury in respect of any litigation (including but not limited to any claims, cross-claims, or third-party claims) arising out of, under, or in connection with this Agreement.
12. **CERTIFICATION:** The Association represents, warrants, and certifies as follows:
 - 12.1 The Association's signatory, below, acknowledges and confirms that it has the express authority and power to bind and enter this Agreement and engage SV on behalf of the Association;
 - 12.2 All of the information provided by the Association, or any Agent of the Association, to SV is true and correct in all material respects to the best of the Association's knowledge after diligent review by the parties responsible for such information, and SV may rely on said information and shall not be liable for actions taken based on or errors attributable to said information;
 - 12.3 All Submitted Parcel owner email addresses provided by or obtained from the Association were obtained from the owner, have been used to communicate with the owner about the account, have been verified, and owners have consented to and have not withdrawn such consent to the use of said email addresses in connection with association matters, including but not limited to the collection of delinquent accounts receivable. Owner email addresses shall not be provided to SV if the owner has opted out of email communication;
 - 12.4 The Association represents, warrants, and certifies that all conditions precedent have been

met in accordance with applicable law to refer a Submitted Parcel account to a collection agency and to hold the Submitted Parcel Owner liable for Service Fees and costs;

- 12.5 The Association is duly organized, validly existing, and in good standing under the laws of the State of Florida;
 - 12.6 The Association Documents are effective and control in the event of a conflict with this Agreement;
 - 12.7 The Association's Board of Directors has determined that entering into this Agreement and engaging in the contemplated transactions with SV are in the best interests of the Association and its members; and
 - 12.8 The Association further represents and warrants that the execution, delivery, and performance by the Association of the actions set forth herein do not and will not (i) conflict with or result in a breach of the terms, conditions, or provisions of the Association Documents; (ii) constitute a default or event of default under (whether with or without due notice, the passage of time, or both) any material agreement to which the Association is a party or the Association Documents; (iii) require any authorization, consent, approval, exemption, or other action by, notice to, or filing with any third party or governmental authority pursuant to, the Association's Documents or any applicable law, rule, regulation or contract to which the Association is subject.
13. **INDEMNITY:** Each Party shall indemnify and hold harmless the other Party, and its officers, directors, agents, managers, shareholders, members, partners, employees, affiliates, parents, clients, third party vendors and/or service providers, successors and assigns, from any and all claims, losses, expenses, orders, judgments and actions, including reasonable attorney's fees actually incurred and costs, resulting from any breach of this Agreement, gross negligence, willful misconduct, or violation of applicable law by it or any of its employees, representatives or agents as shall be judicially determined.
14. **MISCELLANEOUS:** This Agreement, including any attachments, exhibits, amendments, or addendums which are incorporated in this Agreement as if set forth in full, constitute the entire Agreement between the Association and SV solely with respect to the subject matter hereof, and replace any prior understandings, written or oral. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument. Facsimile, scan, and photocopies of this Agreement shall be treated as an original and shall be binding. Except as set forth in this Agreement, SV does not make, either directly or indirectly through any representative or agent thereof, any representation or warranty to the Association. Notwithstanding anything herein to the contrary, no director, officer, manager, agent, member, or employee of SV or the Association shall have any personal liability under this Agreement, absent fraud or willful misconduct. Any amendment to this Agreement must be in writing and signed by a duly authorized representative of each Party. This Agreement shall be assignable by SV with the prior written consent of the Association and to that extent bind, apply to, and run in favor of the Parties and their respective successors and/or assigns, and may not be changed, waived, or orally terminated. The Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The terms of this Agreement shall be interpreted and applied in neutral fashion without regard to which Party was the drafter hereof. A Party's waiver of any right under this Agreement must be in writing and signed by a representative of the Party and no waiver is deemed to be a continuing waiver of the same specified right.


[SIGNATURE BLOCKS NEXT PAGE.]

IN WITNESS HEREOF, the Parties hereto have entered into this Agreement as of the Effective Date written above.

SCHWARTZ VAYS, LLC

HAMMOCKS COMMUNITY ASSOCIATION INCORPORATED

Mitchell R Drimmer
Signature
Mitchell Drimmer
Print name
Mitchell R
Drimmer
Title

 01 / 29 / 2025
Signature
Don Kearns
Print name
President
Title

APPROVED BY THE COURT MONITOR:

David Gersten, Court Appointed Monitor 01 / 28 / 2025
Signature
Judge David
Gersten (ret.)
Print name

[SCHEDULES A, B, AND C ARE REFLECTED ON THE FOLLOWING PAGES]

SCHEDULE A

Collection Activities Performed on Submitted Parcels

Ongoing Ledger Maintenance & Accounting (including ensuring the Property's Managers balance matches SV's balance on a quarterly basis)

Customer Service Reps–Bilingual agents (English and Spanish) trained to resolve Submitted Parcel balances Payment Processing & Ledger Application

Online Payment Portal: eCheck, Credit Card, Debit Card, one-time or recurring payments Payment Plan Setup & Monitoring

Online Account Access & Data Backup

Phone Calls–Inbound and Outbound Customer service calls are recorded and memorialized

Collections Procedures:

- Issue initial validation notice – As required by Federal Law FDCPA compliant
- Issue other notices/demand letters as may be required by applicable law (may include but is not limited to: Chapter 720, Florida Statutes, Notice of Late Assessment, Notice of Intent to Record a Claim of Lien, Notice of Intent Foreclose, Demand for Possession/Rent)
- Conduct Service of Process, as necessary
- Perform outbound collection calls and email campaigns
- Initiate payment plans (as requested)
- Initiate the filing and recording of a claim of lien
- Initiate the filing and recording of a satisfaction of claim of lien (the Association must approve costs in writing in advance; otherwise, voidable at the option of the Association)
- Initiate the filing of a claim for surplus proceeds (the Association must approve costs in writing in advance; otherwise, voidable at the option of the Association)
- Help to coordinate and manage the progress of Legal Filing Matters (the Association must approve costs in writing in advance; otherwise, voidable at the option of the Association)

Account Balance Disputes

Applicable Law and/or Court Ordered Ledger Adjustment Process

Tenant Rent Demand Letter (upon request if notified by Manager or Association that a Submitted Parcel is rented) and permitted by the Association Documents and State Statutes (the Association must approve this process in writing in advance; otherwise, voidable at the option of the Association)

SCHEDULE B

Collection Service Fees on Submitted Parcels

Unit Submission Underwriting and Onboarding Fee - \$250 (per Submitted Parcel)

- If a Submitted Parcel has been referred to SV for collections and it is determined that it is NOT in arrears due to accounting error, mis-application of previous payment, incorrect submission, or any administrative error, this will constitute an “Account Submitted in Error” (also referred to as an “ASE”) and the Submitted Parcel will be immediately released from collections, returned to the Manager or Authorized Association Representative, and the Underwriting Fee will be payable by the Association.
- Automatic Submission Threshold: \$_____ (by entering a Threshold Amount, the association has opted into the Services provided for in Section 2.2) (the Association intend to submit parcels more than ninety (90) days delinquent and owing more than a \$1,000.00 but not automatically).

Claim of Lien and/or Notice of Lien—\$250 plus costs, includes:

- Cause the filing and recording of a claim of lien
- Issuance of notice regarding existence of a lien
- Monitoring for lien renewal
- Causing the filing and recording of a satisfaction/discharge of a claim of lien upon resolution.

Other Items (only if applicable)

- Payment Plan Monitoring – No charge.
- Payment Returned (*i.e.* Insufficient Funds [NSF]) – greater of \$25 or as allowed by law.
- Online Payment Convenience Fees (as charged to SV by online service provider).
- Lien Renewal or Update—\$250, plus costs
- Pre-Foreclosure Analysis - \$250 (*payable upon delivery, only if requested*)
- Bankruptcy Proof of Claim - \$250 (*payable upon delivery, only if requested*)
- Initiate the filing of a claim for surplus when practicable - \$300, plus costs
- Legal Filing Matters Coordination and Management - \$400 (or as permitted by law) (the Association must approve costs in writing in advance; otherwise, voidable at the option of the Association)
- Mortgage Foreclosure Monitoring - \$50 per month, when applicable Statements of Account (*i.e.* Estoppels Certificates, Payoff Letters)
 - As per regular service—\$250; *plus*
 - \$150 for units delinquent in payments; *plus*
 - \$100 for expedited service, if delivered within 3 days with proof of delivery
- Pre-Approved Attorney Rates for Ben Hamo Law
 - Lien Recording - \$150, plus costs
 - Lien Release - \$50, plus costs
 - Surplus Claim - \$1,500, plus costs (*includes Mortgage Foreclosure Answer if applicable*)

Hourly Fee (*if applicable – payable upon delivery of invoice*): For all other work not itemized above, or extraordinary work requests, our standard rate is \$250 per hour plus any costs (the Association must approve costs in writing in advance; otherwise, voidable at the option of the Association).

SCHEDULE C

Association Submission Form

Legal Name of Association: Hammocks Community Association Incorporated

FEIN / TAX ID #: 59-1969248

Accounting Software Integration/API Key:

Physical Address: 9020 Hammocks Blvd., Miami, FL 33196

County or Parrish: Miami-Dade County, Florida

Mailing Address: (Same as physical)

Check One: HOA X Condominium _____

The Association is currently in a transition between property managers. Currently, the property manager is FirstService Residential. Effective February 1, 2025, the new property manager will be Affinity Management Services, LLC (Affinity).






The Transition Manager is Wanda Ojeda from Affinity, who can be contacted via email at TM@ManagedByAffinity.com or by telephone at 305-325-4243. Once the new General Manager starts, new contact information will be provided in writing.

Please provide contact information for the board of directors if they wish to be on our distribution list for communications:

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Document History

 SENT	01 / 28 / 2025 23:30:59 UTC	Sent for signature to Hammocks Community Association Incorporated (dkearns@newhammocks.org), Martin Urruela (martin@axela-tech.com) and Judge David Gersten (ret.) (dgersten@grsm.com) from jjomarron@morganlawgroup.net IP: 104.28.39.143
 VIEWED	01 / 28 / 2025 23:33:34 UTC	Viewed by Judge David Gersten (ret.) (dgersten@grsm.com) IP: 73.84.240.94
 SIGNED	01 / 28 / 2025 23:34:01 UTC	Signed by Judge David Gersten (ret.) (dgersten@grsm.com) IP: 73.84.240.94
 VIEWED	01 / 29 / 2025 00:16:36 UTC	Viewed by Martin Urruela (martin@axela-tech.com) IP: 76.128.5.199
 SIGNED	01 / 29 / 2025 00:33:27 UTC	Signed by Martin Urruela (martin@axela-tech.com) IP: 159.250.158.167
	01 / 29 / 2025 16:49:41 UTC	Viewed by Hammocks Community Association Incorporated (dkearns@newhammocks.org) IP: 172.56.68.233

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01 / 29 / 2025
16:53:42 UTC

Signed by Hammocks Community Association Incorporated
(dkearns@newhammocks.org)
IP: 12.216.118.71



01 / 29 / 2025
16:53:42 UTC

The document has been completed.

NO-CONFLICT CERTIFICATION UNDER OATH

I swear and certify that neither I, Martin Urruela, on behalf of myself and my company Schwartz Vays, LLC, 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 Community Association Incorporated 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: 01 / 29 / 2025 .

MARTIN URRUELA

Martin Urruela, Manager
Schwartz Vays, LLC

Title	Oath.pdf
File name	Oath.pdf
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SENT

01 / 29 / 2025

22:36:50 UTC

Sent for signature to Martin Urruela (martin@axela-tech.com) from jjomarron@morganlawgroup.net
IP: 73.125.201.217



VIEWED

01 / 29 / 2025

22:38:01 UTC

Viewed by Martin Urruela (martin@axela-tech.com)
IP: 76.128.5.199



SIGNED

01 / 29 / 2025

22:39:05 UTC

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IP: 76.128.5.199



COMPLETED

01 / 29 / 2025

22:39:05 UTC

The document has been completed.