

MANAGEMENT AGREEMENT

This management agreement, made and entered into on this **1st day of July 2025** by and between the **HARBOUR POINT HOMEOWNERS' ASSOCIATION, INC.**, herein referred to as the "ASSOCIATION", and **TOUT MANAGEMENT, LLC** a Florida Corporation, herein referred to as the "AGENT" having its principal office located at 1326 S. Ridgewood Ave, Ste. 14, Daytona Beach, FL 32114.

WITNESSETH

WHEREAS the ASSOCIATION desires to retain the AGENT as managing agent for the ASSOCIATION. Said AGENT understands and agrees that the purpose of the ASSOCIATION is the operation and management of the ASSOCIATION's common properties. The AGENT fully agrees to confer totally with the ASSOCIATION'S BOARD OF DIRECTORS (hereinafter referred to as the "BOARD") in performance of its required duties as contained herein.

ARTICLE I – MANAGEMENT

The BOARD hereby appoints the AGENT as managing AGENT for the ASSOCIATION.

1.2 The AGENT shall manage, operate, maintain and supervise the common properties of the ASSOCIATION in an efficient and manner satisfactory to the BOARD. The AGENT has a fiduciary relationship with the ASSOCIATION and as such will act at all times for the proper protection and accounting for the assets of the ASSOCIATION. In this respect the AGENT assures the ASSOCIATION that any and all third parties shall be dealt with in an arm's length manner in order that the ASSOCIATION interests will be best served at all times.

1.3 The AGENT agrees to and shall perform the following tasks:

1. Understand, apply and enforce the ASSOCIATION'S governing documents (hereinafter referred to as the "Governing Documents), which includes its Declaration, Articles of Incorporation, Bylaws and Rules and Regulations, all as amended from time to time. Said enforcement will be carried out in the manner stipulated by the Governing Documents of the ASSOCIATION and as directed by the BOARD. Specifically, AGENT shall take the following actions and fulfill the following:
 - a. Determine when and if violation(s) of the ASSOCIATION's Governing Documents occur;
 - b. Determine who has responsibility for the violations;
 - c. Notify violators and demand compliance in accordance with the procedures as set forth in the ASSOCIATION's Governing Documents and/or as directed by the BOARD;
 - d. Follow up and resolve violations;
 - e. Attend violation hearings when mutually agreed;
 - f. Insure any and all corrective action and penalties imposed are carried out including, if necessary, instituting legal action, all at the direction of the BOARD including covenant enforcement action(s), lien foreclosure action(s), etc.
2. Make monthly inspections to:
 - a. determine whether any violations and/or deficiencies exist;
 - b. Determine if all Owner and ASSOCIATION responsibilities have been performed;
 - c. check status of lawn and shrubbery maintenance;
 - d. check whether required repairs have been performed;
 - e. determine if lighting defects exist;

- f. evaluate and determine whether any roadway and/or any other ASSOCIATION issue exist.

The BOARD will appoint a representative to serve as the “on-site” liaison between the AGENT and the ASSOCIATION to coordinate on the ASSOCIATION’s behalf with AGENT with respect to a -f above.

3. Properly maintain the ASSOCIATION’s records, reports, and files; This includes, but is not limited to, meeting minutes, corporate records, general ledger, journals, deposit slips, invoices and receipts.
4. Provide the ASSOCIATION a MONTHLY work product memorandum to include, but not be limited to, administration and maintenance projects completed, pending, and proposed.
5. Keep all of the ASSOCIATION’s financial records in accordance with generally accepted accounting principles.
6. Complete cash management and monthly transfers to interest bearing reserve accounts.
7. Prepare monthly financial statements indicating initial balances, summary of income and withdrawals, and ending balances for each account for the preceding month.
8. Submit monthly financial report(s) to the BOARD three (3) days prior to any scheduled BOARD meeting.
9. Consolidate monthly reports into an annual financial report.
10. Prepare proposed annual budget and submit same to the BOARD No later than October 1st of each calendar year.
11. Monitor expenses, pay recurring invoices promptly, pay any other bills which have been approved by the BOARD and consult with the BOARD for approval of any other invoices.
12. Supply all funds to pay penalties and/or interest in the event such acts are not performed in a timely manner.

13. Coordinate with accountant for audits and tax returns. Costs of audits and tax return preparation shall be the responsibility of the ASSOCIATION.
14. Prepare annual corporate report for Secretary of State of Florida.
15. Collect and maintain records of monthly and special assessment fees;
16. Maintain proper records and/or registers for each individual unit.
17. Notify owners whose assessments are not paid by the end of billing period.
18. Assess and collect any applicable late charges.
19. Follow up and attempt to resolve delinquencies and covenant violations.
20. Advise the BOARD of delinquent owners who have failed to timely address and resolve their delinquent accounts and, when directed, forward to the ASSOCIATION's law firm to proceed with lien and/or foreclosure.
21. Advise the BOARD whether it is appropriate to institute legal actions (e.g. covenant enforcement, foreclosure, etc.).
22. Organize and coordinate the annual meeting of owners.
23. Handle all phases of contracting for services including writing specification, soliciting, analyzing and negotiating bids, and evaluating contractors' performance.
24. Manage ASSOCIATION service agreements.
25. Unless directed otherwise by the BOARD, assist in obtaining at least three (3) competitive bids for authorized repairs and maintenance which involves a cost of more than \$1,000.00. Any contracts deemed acceptable by the BOARD shall be signed by the BOARD president or the designated representative. Large special community project(s), (over \$10,000) excluding landscaping and tree trimming, outside of budget allocations, will involve an additional management fee to be pre-determined between BOARD and AGENT.
26. Hire, train, pay, negotiate with, supervise, and discharge maintenance personnel, who maintain and operate the ASSOCIATION's Common Property on behalf of the ASSOCIATION and in accordance with the budget, job standards, and wage rates previously approved by the BOARD. All maintenance personnel, who work exclusively for the ASSOCIATION, shall be subcontractors of a Payroll Company (CO-ADVANTAGE), retained by AGENT for which CO-ADVANTAGE shall receive additional compensation equal to 17% of their wages. All salaries and other expenses payable to or on account of said employees shall be operation expenses of the ASSOCIATION.

27. AGENT shall, on behalf of the ASSOCIATION, execute and timely file all tax and other returns and do and perform all acts required of the ASSOCIATION as an employer under all applicable federal and local income tax laws and all other laws, regulations, and/or ordinances governing employment. AGENT shall supply all funds to pay penalties and/or interest in the event such acts are not performed in a timely manner. AGENT shall require all ASSOCIATION contractors, SUBCONTRACTORS and others performing work and/or services for and/or to the ASSOCIATION to provide proof of insurance and licensing. AGENT is responsible for outstanding accounting fees for such.
28. Coordinate all aspects of ground maintenance to ensure same is timely performed, including but not limited to, maintenance of sprinkling systems, grass mowing, shrubbery addition, replacement and trimming.
29. Inspect maintenance of all ASSOCIATION Common Property which include walkways, lighting, lake treatment(s), and parking areas noting deficiencies and coordinating appropriate remedial action with approval of the BOARD.
30. Attend twelve (12) ASSOCIATION's meetings per year, which can be any combination of Board Meetings and Membership meeting(s) (e.g., eleven (11) BOARD meetings and one (1) Annual Membership Meeting. AGENT may charge the ASSOCIATION \$62.50 per hour for each additional ASSOCIATION meeting.
31. At all ASSOCIATION meetings, report findings and action taken by AGENT and make appropriate recommendations to resolve problems and/or implement improvements.
32. Send notices of annual and special membership meetings to all members of the ASSOCIATION.
33. Prepare and solicit Voting Certificates and Proxies as directed by the BOARD;
34. Coordinate any action which is necessary to comply with any and all requirements affecting the premises placed thereon by any governmental authority having jurisdiction there over, as well as, any and all requirements imposed by order of the Board of Fire Underwriters or other similar bodies, subject to the same limitation. The AGENT shall not take any action under this paragraph so long as the ASSOCIATION is contesting or has affirmed its intention to contest any such order or requirement. The AGENT shall notify the ASSOCIATION by telephone as soon as possible and in writing no later than seventy-two (72) hours from time of receipt of said orders or requirements.
35. Cause to be placed and kept in force all forms of insurance as required by law and/or the ASSOCIATION's Governing Documents.

36. Promptly investigate and make a written report as to all accidents or claims for damage relating to the management and maintenance operations of the ASSOCIATION, including any damage or destruction of the ASSOCIATION's Common Property, as part and parcel thereto, AGENT shall prepare and supply the ASSOCIATION an estimate of the cost of repair, and shall cooperate with and make any reports required by any insurance company in connection therewith.
37. Inform all members of the ASSOCIATION of such rules, regulations and notices as may be promulgated by the ASSOCIATION from time to time and ensure conformity with said rules, regulations and notices by members, their occupants, guests, invitees and renters.
38. Prepare any and all forms, reports, and returns for the ASSOCIATION which may be required by law in connection with the operation of the ASSOCIATION.
39. Pick up the ASSOCIATION's mail, including at the Post Office.
40. Staff the clubhouse for four (4) hours per week, with Tout Management administrative personnel.
41. Perform all tasks as outlined in supplemental Attachment "A"

ARTICLE II – COMMENCEMENT

2.1 Commencement date for AGENT to perform tasks dictated by this AGREEMENT shall begin July 1, 2025 and shall continue until the end of the term or as terminated by procedure described in Article III.

ARTICLE III – TERMINATION

- 3.1 The term of this agreement shall be two (2) years commencing on July 1, 2025 and ending on June 30, 2027. Any renewal of this agreement shall be executed in writing by the BOARD and AGENT thirty (30) days before the anniversary.
- 3.2 The AGENT or BOARD may terminate this agreement without cause with SIXTY (60) days written notice to the other party during the term of the AGREEMENT.
- 3.3 Notwithstanding anything to the contrary, in the event a petition in bankruptcy is filed by or against AGENT or the ASSOCIATION, or in the event that AGENT or the ASSOCIATION shall make an assignment for the benefit of creditors to take advantage of any insolvency act, either party hereto may terminate this AGREEMENT without notice and without penalty to the other.

ARTICLE IV – COMPENSATION

4.1 AGENT will be compensated for services rendered as described in this agreement at \$33,984.00 year or \$2,832.00 per month payable on the fifteenth (15) day of the month.

4.2 AGENT will perform the following service at the extra cost(s) indicated:

<u>SERVICE</u>	<u>COST</u>
a. Mailings \$25.00 – besides annual meeting)	Actual Cost + Time (not to exceed
b. Postage	Actual Cost
c. Office Supplies (Including: copies & printing, if additional expenses are incurred incurred by Agent).	Actual Cost (Pro Rata Basis)
d. Collections	\$20.00 base fee- per month
e. Newsletters	Time plus actual cost, if drafted by Agent
f. Attendance ASSOCIATION meetings in excess of 12	\$75.00 per hour
g. Permanent/extended on site supervision; participation relative to special assessments involving special meetings and services requiring extra bookkeeping and collection services; participation/ supervision on special renovation or construction projects requiring additional services and/or time or other payments as may be negotiated by the parties.	\$75.00 per hour
h. Emergency Management Services	\$30.00 Per Hour After Hours (5PM+ & weekends)
i. Court Attendance/Testimony	\$100.00 per hour
j. Estoppels	\$299.00 (paid by Buyer/Seller) – state allotted rate.

- k. Staff the Clubhouse for more than 4 hours per week \$16.50 per hour

ARTICLE V – FURTHER PROVISIONS

- 5.1 ASSOCIATION shall indemnify AGENT and hold it harmless from and against all claims, losses, and liabilities arising out of damage to property, or injury to, or death of persons (including the property and persons of the parties hereto, and their agents, subcontractors and employees) occasioned by or in connection with the Acts or Omissions of the ASSOCIATION or ASSOCIATION'S agents (other than the AGENT or Agent's employees or subcontractors), employees and subcontractors, and all costs, fees and reasonable attorney's expenses in connection therewith.
- 5.2 ASSOCIATION shall be responsible for cost of fidelity bond for AGENT; if not provided by AGENT's insurance provider. It should be noted, this is normally covered at no additional cost by insurance provider(s).
- 5.3 AGENT acknowledges that its principal function is to represent the ASSOCIATION and all of its members in all matters of common interest. AGENT agrees to assist BOARD in its overall operation for betterment and improvement. Said assistance shall be in the form of professional opinions, suggestions, and guidance as related to living within a deed restricted community. AGENT shall at all times comply with all applicable local, state and/or federal ordinances, statutes and requirements as they affect the ASSOCIATION or the AGENT, and as they may be amended from time to time.
- 5.4 Agent assigned to and responsible to the Association shall be: Selina Ahmadzadeh, CAM/President.

IN WITNESS WHEREOF, the parties hereto have affixed their respective signature this 1st day of June, 2025.

WITNESSES:

Bob Thomas

[Signature]

[Signature]

HARBOUR POINT BOARD:

[Signature] President
NAME POSITION

Bob Thomas Vice President
NAME POSITION

[Signature] Director
NAME POSITION

NAME POSITION

[Signature]

TOUT MANAGEMENT, LLC

[Signature]
Belina Ahmadzadeh, CAM/President

EXHIBIT A

Scope of Services:

Agent shall do, perform and/or fulfill the following:

1. On site presence two days per week, for two hours, with Tout Management administrative personnel.
2. Attend and facilitate all regular and special board of directors' meetings.
3. Record minutes of board meetings and prepare minutes for board approval.
4. Update HOA website with board minutes and announcements per the BOD's request.
5. Maintain current homeowners contact list and Association's preferred method of communication.
6. Publicly post and distribute notices to homeowners utilizing Association's preferred method of communication.
7. Prepare copies of meeting materials for board members, and distribute three (3) days prior to scheduled BOARD meetings.
8. Present manager's report at regular board meetings.
9. Prepare agenda, organize and coordinate annual membership meeting.
10. Accept and properly address correspondence from members, vendors, contractors, government agencies, etc.
11. Process architectural approval requests, and present to architectural committee.
12. Respond timely (within 24hrs) to routine matters brought forward from the community, owners and/or residents.
13. Act as registered agent for community.
14. Act as liaison to government agencies, attorneys, realtors, etc.
15. Properly and timely respond to Estoppel requests.
16. Maintain rented unit leases and forms.
17. Maintain and facilitate key distribution and replacement process for clubhouse/pool, boat launch ramp, and boat & RV storage area.
18. Manage boat and RV storage area for compliance in accordance with Association Rules and Regulations.
19. Coordinate and process bids from vendors/contractors for capital projects.

20. Act as liaison to all contracted Harbour Point vendors.
21. Verify vendor/contractor licenses and insurance.
22. Monitor expiration dates of all vendor contracts and agreements and recommend RFP's, or renewal for services.
23. Collect and deposit any rental checks, key replacement checks and estoppel checks.
24. Interface and coordinate with Association Bank regarding bank lock box payment process.
25. Prepare and send account delinquency notices.
26. Assess late charges for monthly fees that are paid after due date.
27. Prepare intent to file lien notice when necessary.
28. Coordinate with realtors and sellers to ensure payment of past due fees and make them aware of document requirements.
29. Receive and process vendor bills for payment.
30. Assist the budget committee and board of directors with preparation of annual budget.
31. Conduct monthly property inspections, and distribute corrective action notices with follow up to completion.
32. Evaluate and report vendor/contractor performance to board.
33. As approved by the board of directors, consult with Harbour Point preferred attorney to ensure compliance with the payment of assessments and compliance with the association documents.
34. Advise and update the board of directors regarding 720 status changes in the statutes when they occur.
35. Assist in transitioning directors leaving or joining the board, including exchange of keys, necessary paperwork, banking signatures, board member resources, etc.
36. Prepare proxies and ballots and ensure that community votes are by valid unit owners. Disseminate and receive votes, ballots and proxies; collate and report outcomes.
37. Provide an "on call" and after-hours emergency contact. Phone # 386-299-2553.
38. Maintain a calendar of daily, weekly, monthly, quarterly, and annual reports, required filings, meetings, elections, anniversary dates, audits, inspections, etc.
39. Provide board members and officers with on-line access to reports and documents.
40. Receive and process tenant lease application.