



ACCESS MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (this "**Agreement**") is made, entered, and effective as of **March 1, 2022**, by and between Del Webb Oak Creek Homeowners Association, Inc., a Florida non-profit corporation (the "**Association**"), whose community is located in Manatee County, Florida, and whose mailing address for the purposes of this Agreement is 24311 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134 ; and **ACCESS RESIDENTIAL MANAGEMENT, LLC**, a Florida limited liability company ("**Management**"), whose principal office and mailing address for the purposes of this Agreement is c/o Access Management 2970 University Parkway, Unit 101, Sarasota, FL 34243 phone: 813-607-2220.

A. As set forth in the Declaration document known as the Community Declaration for the Association, as the same may be amended and supplemented from time to time (collectively, the "**Declaration**") for the community known as **Del Webb Oak Creek Homeowners Association, Inc.** (the "**Community**"), the Association is the entity generally responsible for the maintenance of the "**Common Area**" (as defined in the Declaration) and operation of the Community, located in Collier County, Florida.

B. The Association desires to retain Management as its Florida licensed Community Association Manager, and Management desires to be retained as such, to provide the management and administrative services specified herein relative to the Community and to manage the Common Area of the Community in accordance with the terms and conditions contained in this Agreement. The term Common Area shall also mean those portions of the Community that are dedicated to the common use, benefit and enjoyment of the Owners within the Community and any other property within the Community over which the Declaration grants authority to the Association, except as may be otherwise expressly provided herein.

NOW, THEREFORE, the parties agree as follows:

1 ARTICLE I - GENERAL

1.01 DEFINITIONS

Unless the context otherwise requires, the capitalized terms used in this Agreement shall have the same meaning as in the Declaration.

1.02 EXCLUSIVE MANAGER

The Association does hereby appoint Management as the exclusive manager of the Community, on an independent contractor basis. Management accepts such appointment in accordance with the terms and conditions contained herein. Management will employ sufficient employees of its own to perform the services required of it pursuant to this Agreement and acknowledges that no such employee shall be considered an employee of the Association for any purpose. All expenses incident to the employment of such employees will be borne by Management and charged back to the Association as a budgeted expense of the Association in accordance with the terms and conditions of this Agreement. Management warrants it will provide workers' compensation to its employees and abide by all applicable state, federal and local laws, employment laws, and the rules and regulations of the Association. Management shall designate an employee of Management to act as a full or part time association manager for the Association ("**Manager**" or "**Association Manager**") and shall advise the Association's Board of Directors (the "**Board**") of such designee. The Association shall have the absolute right from time to time, to request a substitute Manager to act as liaison for Magnolia Ranch Homeowners Association, Inc. for reasonable cause, and upon such notice to Management; Management shall in any given case, promptly designate a substitute Manager for Magnolia Ranch Homeowners Association, Inc..

Management shall assure that Manager attend up to (12) regular meetings of the Association per year, which are not scheduled on weekends or holidays. Additional meetings may be attended by Manager and/or other Management personnel upon mutual agreement of the parties at an hourly rate as provided below in this Agreement.

1.03 ROLES OF MANAGEMENT

Management acknowledges and fully accepts that its responsibility is the maintenance, operation and administration of the Association and the Community under the direction of the Board in accordance with the Declaration and other documents governing the Association. Notwithstanding the authority given to Management in this Agreement, it is understood and agreed that Management shall, at all times, act under the direction of the Board and confer fully and freely with the Board. In this regard,

the Board shall delegate a member or members of the Board of Directors or its designee or designees to act as liaison or liaisons with the Manager. The Association and the Board shall provide reasonable cooperation with Management to facilitate the performance of Management under this Agreement.

1.04 BONDING

Management shall bond all employees of Management who handle and who are responsible for handling the Association's funds. The Bond shall be secured with a financially secure and reputable bonding or surety company for an amount not less than \$250,000. The bonding expense shall be paid for by Management.

2 ARTICLE II - FINANCIAL MANAGEMENT

2.01 COLLECTION, DEPOSIT, ACCOUNTING

Management shall assist and advise the Board in all matters relating to income from any source and expenditures of any nature including, but not limited to, those matters set forth in this Section 2.01 through Section 2.07 below. The Association shall provide all funds required to pay all expenses, including the Management Fees and Employee Expenses, and operate the Association and its property in accordance with this Agreement, including such funds as shall be required for working capital and all capital improvement reserves.

2.02 COLLECTIONS

Management shall collect all general assessments, additional assessments, late charges, fees, and special assessments due to the Association from the Owners, in accordance with the Association's Bylaws and governing documents which grant such collection authority to the Association, as well as any other fees (excluding Association assessments, charges and fees) due to Management (pursuant to any agreement in which a contract buyer ("**Buyer**") intends to buy a Lot or Dwelling in the Community and has requested estoppel information from Management). The Association shall cooperate with Management and provide such assistance as it may reasonably request in enabling the collection of the aforementioned Association assessments. However, the Association is not responsible for the collection of any costs, fees or debts due to Management that are the obligation of any Buyer in the Community. Management shall indemnify and hold the Association, its Board members, and its officers harmless from and against any and all claims, actions, causes of action, and/or liabilities that the Association may suffer or incur as a direct result of any unlawful collection efforts by Management against any Buyer in the Community.

Management shall provide payment cards, labels, statements, or coupons, and return envelopes to the Owners and any given Builder for the convenient payment of Association assessments, the reasonable cost of which shall be borne by the Association as provided below in this agreement.

Management shall collect all general and special assessments as they become due from all Owners and Builders and all other monies due from any source for the benefit of the Association. Management and its agents shall request, demand, collect and receive any and all charges for monthly, or special assessments which may from time to time become due, and if authorized by the Board, initiate all legal action with the Board's attorney(s) necessary to effect said collection, those of which shall be borne by the Association.

Management shall process late assessment payment notices after the approved grace period of each month and furnish the Board monthly with a schedule of all delinquent accounts in accordance with the Association's collection policy, which must be approved in writing by the Board and take such collection action as is authorized by the Association and not otherwise prohibited as any extraordinary collection action. Collection activities that are required to enforce the Association's collection policy, subsequent to processing late notices, shall be handled by a lawyer or collection service offered by Management and approved by the Board at the sole cost of the Association. In the event the Association obtains title and fee interest to any given Units in the Community through collection activities, Management shall cooperate with the Association as the Association lists the unit for sale with a real estate broker chosen by the Association.

2.03 DEPOSITS

Subject to the direction of the Board, Management shall establish and maintain in a bank or savings and loan institution an account or accounts whose deposits are insured by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation and/or other government insuring body, and which is authorized to do business in the state of Florida, and in a manner to indicate the custodial nature thereof. An officer of Management with corporate authority of Management shall be one of the authorized signatories for the Association's account(s), who shall act as agent and trustee for the Association for the routine and periodic deposits and disbursements of all of the Association's assessments or reserve funds. All such accounts of the Association shall have a mandatory two (2) party check signature requirement for expenses in excess of \$2,000.00. If approval is not provided within three (3) business days; management is authorized to release such funds. Management shall have the authority to pay from the Association's Account the obligations of the Association pursuant to the terms of this Agreement and pursuant to the approved annual operating budget, or a valid resolution of the Association. Management shall have no obligation to advance any funds to the Association for any purpose whatsoever.

Management shall deposit all receipts from the funds collected on the Association's behalf in the account established on behalf of the Association and as directed by the Board (the "Association's Account"), whose deposits are federally insured as provided

above, and such deposits shall not be comingled with any other funds established and maintained for the benefit of the Association.

2.04 DISBURSEMENTS

From the funds collected and deposited in the Association's account, Management shall, unless directed otherwise by the Board, cause to be disbursed or reserved (as the case may be) regularly and punctually all sums due with respect to: (1) insurance premiums; (2) all utilities, (3) any taxes payable; (4) Management Fees and expenses, including Employee Expenses (as hereinafter defined); (5) independent contractors hired pursuant to the authority of the Association; (6) the amounts specified in the approved operating budget for allocation to any reserve fund, and (7) sums otherwise due and payable as operating expenses authorized to be incurred under the terms of this Agreement.

2.05 BOOKS AND RECORDS

Management shall maintain a complete set of books and records relative to the management and operation of the Association in accordance with reasonable accrual accounting practices and the requirements of Chapters 468 and 720 of the Florida Statutes, as amended from time to time. All such records shall be available for examination by the Board during working or Association or Board meeting hours. Management shall make the Association's records available for such independent audit as may be required by the Declaration or the Florida Statutes, and cooperate with the auditors who perform such audit at the sole cost of the Association.

Management shall have the authority to engage an independent audit of the Association's books and records prior to the conclusion of Management's services to the Association as a result of termination or non-renewal of this Agreement, the cost of which shall be borne entirely by Management. Management shall also prepare and deliver to the Association a monthly summary statement of the aforementioned items including a profit and loss statement reflecting the actual versus budget from the commencement of the fiscal year until the date of the report to the Association. In all matters relating to accounting and booked and records, Management will be under the direction of the Board and the Association's accountant. Upon request by the Board, Management will also provide to the Association a simplified analysis of financial statement suitable for the interpretation by the Owners, and an analysis for allocations and subsidies.

2.06 ACCOUNT MANAGEMENT

Management shall manage the operating and other accounts of the Association, such as the Association's capital reserve funds, and escrows, as directed by the Board, in the same manner and in the same institutions as set forth in 2.03.

2.07 CONFORMANCE

Management shall provide such services in connection with the Association's financial affairs in accordance with the provisions of the Association's governing documents and its policies, rules and regulations.

3 ARTICLE III - GENERAL ADMINISTRATION

Management shall assist and advise the Board in all matters of administration, including but not limited to the following:

3.01 CORRESPONDENCE

Under direction of the Board, Management shall draft for the Association all general correspondence dealing with the business matters of the Association, including, but not limited to, correspondence directed to governmental officials, independent contractors, unit owners and other entities with which the Association or its representatives have a relationship. Management shall provide copies of all such correspondence to the Board upon request.

3.02

Management shall assist the Board in administrative of provisions of the Association's governing documents and policies, rules, and regulations. To this end, upon request by Management, the Association shall furnish Management with a complete set of recorded Association legal documents and any and all amendments that show the stamp of recording of the County and complete records and files of the Association for one year prior to the date of this Agreement. Failure of the Board to provide adequate information to Management, or if such information is not received in a timely manner, will revoke the right of the Association to claim nonperformance as to duties that require such information as enforcement of the Association covenants and restrictions, collection of assessments, etc.

3.03

Management shall make every reasonable attempt to eliminate losses due to the sale of Units with unpaid assessments.

3.04

The Manager shall attend twelve (12) Board meetings per year, including the Annual Meeting as requested by the Board. Management shall not be obliged to attend meetings on weekends, or holidays, except in emergencies threatening health, safety or welfare of unit owners or property (see Sections 12.03(3)). Management shall keep and record the minutes of the Board and

committee meetings in a business-like manner and obtain approval of the Association minutes at the next Board or committee meeting.

3.05

Under the direction of the Board, Management shall organize meetings of the Association, take minutes of such meetings for the Board's review and approval, and prepare reports and implement procedures designed to secure the orderly conduct of such meetings.

3.06

Under the direction of the Board, so long as the Board of Directors remains controlled by the developer of the Community, the Manager shall meet quarterly with the developer's community relations manager and other developer team members, to maintain and improve relations with the developer, its team, and be made aware of certain general and specific community issues from the developer's perspective which would not otherwise be known to or discoverable by the Manager or Management.

3.07 OTHER EXPENDITURES

Management shall not incur any obligation on behalf of the Association (such as a service contract or vendor contract) which exceeds the sum of One Thousand Dollars (\$1,000.00), except as allowed for in the approved operating budget or plan of operation approved by the Board. However, should an emergency repair be necessary due to a present danger to life and property or immediately necessary for the preservation and safety of the Association or the safety of the unit owners, or which is required to avoid suspension of any necessary services to the Association, Management will ensure repairs are immediately carried out. It is understood and agreed that with respect to such authority as to emergency repairs, Management will, if at all possible, confer immediately with the Board of Directors regarding such expenditure.

3.08 INSURANCE

Management shall manage the Association's comprehensive insurance program and shall follow the prescribed procedures for claims processing with and under the direction of the Association's insurance agent.

3.09 INSPECTIONS

Management shall perform routine onsite inspections of the Community weekly, not less than one (1) time per week and provide a report to the Board identifying any matters or issues that in the reasonable belief of the Board should be brought to the Board's attention. Enforcement Inspections shall be included in these on-site visits and inspections.

3.10

Management Shall perform walk through inspections periodically but not less than monthly, with contractors performing the work for the Association. Management's inspections shall be coordinated so as to occur in conjunction with routine projects such as irrigation, landscape renovation, fertilizations ponds and fountains.

3.11

Management shall perform one (1) evening Enforcement Inspection at no additional charge to the Association, which shall be performed as one of the regularly scheduled on-site inspections that are performed two (2) times per week. Any additional Enforcement Inspections, Weekend Inspections, Street Lamp, and common area lighting inspections will be performed by Management only if specifically requested by the Board and shall be compensated at an additional hourly rate in accordance with this Agreement.

3.12

Management shall establish and maintain twenty-four (24) hours per day, seven (7) days per week maintenance and emergency system, including but not limited to the retention of an answering service for communication with unit owners. The maintenance and emergency support system shall include the availability of qualified and licensed personnel and firms in all trades deemed necessary to maintain the Association at all times in a decent, safe and sanitary condition. Personnel or firms shall be subject to call whenever a matter affecting health, safety or a significant diminishment of the level of personal comfort arises in the community. Vendors chosen to provide services to the Association shall be pre-approved by the Board of Directors.

3.13 VIOLATIONS

Management shall assist in the administration of violations of the Association's governing documents which come to Management's attention including preparation of correspondence, handle ensuing telephone calls, interact with Association's attorney, and report monthly to the Board of Directors on the status of any violations.

4.01 COMMON AREA

Management shall assist and advise the Board on all matters related to the maintenance of the property of the Association, including, but limited to those listed below in this Article IV. Specifically, Management shall use commercially reasonable efforts to cause the common areas and/or elements of the Association to be maintained according to standards established by state and local law, and by the Board.

4.02 CONTRACTORS

Management shall monitor the operations of all contractors who perform work for the Association on a recurring basis, and further secure from such contractors, as appropriate, certificates of insurance and bonds and copies of warranties. Management will generally oversee work and if it appears deficient, Management shall advise the Board accordingly, and follow the Board's instructions as to the correction of the work and enforcement of contracts.

Contractors shall be selected pursuant to competitive bidding procedures and written specifications, when necessary, or as otherwise directed by the Board. Upon request, Management shall submit a recommendation to the Board containing its evaluation, information on past experience with the contractor and such other information as may be helpful to the Board. After selection by Management and with the Board's approval, Management shall oversee the activities of routine contractors, including but not limited to the receiving of certificates of insurance and copies of bonds, manufacturer's warranties, and releases of liens. Review of the quality and workmanship and enforcement of contractor's warranties shall also be the responsibility of Management.

Prior to any contractor providing services to the Association, Management reserves the right to mandate that the contractor enter into a third party contract with Management stating that the contractor shall indemnify, assume the defense and save harmless Management from all claims, liability, loss, damage or injuries of any kind directly or indirectly resulting from performance or failure to perform the work and will defend all suits which may be brought against Management on account of any such accidents, claims, liability, loss, damage injuries (including death) and will make good to, and reimburse Management for any expenditures that management may make by reason of such accident.

Furthermore, Management shall mandate that contractor show evidence of workmen's compensation insurance, public liability insurance, with limits not less than Three Hundred Thousand Dollars (\$300,000), including Broad Form Commercial General Liability, combined single limits for injury to one or more persons in one accident and not less than Three Hundred Thousand Dollars (#400,000) for property damage.

4.03 Management shall solicit written bids from at least three contractors for any Community project which is estimated to exceed One Thousand (\$1,000.00) Dollars, provided that said project has been duly authorized by the Board and will be funded in accordance with the approved operating budget or a Board-approved alternative funding method. For any project which is estimated to cost Less than One Thousand (\$1,000.00) Dollars, Management shall solicit verbal cost estimates and or industry information to assure that the Association is obtaining goods and services at a competitive cost. Any expenses incurred by Management on behalf of the Association used for any single project, repair, task, or other service shall not exceed the sum of Five Hundred (\$500.00) Dollars, unless such a single expenditure or service is first authorized in writing by the Board. However, emergency repairs in excess of Five Hundred (\$500.00) Dollars, may be made at the sole discretion of Management regardless of cost or expense to the Association, in any of the following incidents: the existence of manifest danger to the life and or property; To protect or ensure the safety of an owner or owners of the Association; To protect or ensure the safety of any licensee or invitee or guest upon the Association property; And repairs and or actions necessary to avoid the suspension of any essential utility service to the Association. Except for the emergency authority herein given, any project estimated to exceed Five Hundred (\$500.00) Dollars, shall be submitted to the board for his review and written approval. For any community projects that are less than Five Hundred (\$500.00) Dollars, management shall provide a courtesy written notice to the board of the projects anticipated cost, commencement date, and estimated completion date.

MANAGEMENT PERSONNEL

4.04 EMPLOYEE NON-COMPETE

No Management company employee or former employee of Management who has been employed within the twelve (12) months by Management prior to termination of this agreement and/or who has been directly involved in the performance by management of its obligations herein to the Association, shall be hired or employed in any capacity by the Association for a period of one (1) year from said cancellation or modification, without the consent of Management, which shall not be unreasonably withheld.

4.04.1 ONSITE EMPLOYEES

All on-site employees shall be employed by and paid by Management. Management shall be solely responsible for all such Management employee wages, employer payroll taxes, uniforms, worker's compensation and liability insurance, health, dental and life insurance, 401K employer contributions, quarterly/annual bonuses and/or any other benefits offered or required by Management (the "**Employee Expenses**"). Any Employee Expenses for on-site personnel will be borne by Management and charged back to the Association as a budgeted expense of the Association in accordance with the terms and conditions of this Agreement.

4.04.2 HIRING OF EMPLOYEES

Based upon approved budget allocations, job descriptions and legal requirements, Management shall solicit, investigate, evaluate and hire qualified persons to provide all services required by the Association. It shall be the administrative responsibility of Management to instruct, train, supervise and compensate all Management employees to operate and manage the Community in a first-class manner. Any improper action taken by employees in the course of the performance standards set forth in their job description shall be brought to the attention of Management.

4.05 BUDGETS

Subject to any other consideration which may be available to the Owners, the Association's annual budget ("**Annual Budget**") shall serve as the principal supporting document for the schedule of assessments of the unit owners for each fiscal year. The Annual Budget shall also constitute the primary control under which Management shall operate and there shall be no substantial deviations there from, except as may be approved by the Board of Directors, excluding utilities, fuel, license fees and such other expenses not within the control of Management.

Management shall assist the Board of Directors in the preparation of the operating, reserves, and capital budgets of the Association at least 90 days in advance of the fiscal year unless otherwise agreed upon.

Management shall assist the board of directors in the preparation of the operating, reserves, and capital budgets of the Association. Management duties in this respect shall include but not be limited to the following:

At least 90 days before the start of each fiscal year, or as otherwise specified by the Board, Management shall submit a proposal Annual Budget for the following fiscal year to the Association for its review and approval in accordance with the statutory requirements, which shall include an analysis of repair and maintenance needs, operating expenses and any capital improvement anticipated for the prior period, and the anticipated needs for the following fiscal period. Upon review of the Management's proposed Annual Budget, Association shall provide any input for modification before formal adoption of the same. Reserve Fund requirements shall also be included in the proposed Annual Budget period Management may recommend that the Association engage an engineer or other professionals in the study in preparation of long-term reserve and capital improvement items. This study may be updated periodically with the approval of the Board. Management shall promptly reply to inquiries from the Board on matters concerning the proposed annual budget period if the Annual Budget is not approved by the Association prior to the commencement of a fiscal year, at direction of the Board, Management may continue to operate pursuant to the Annual Budget for the prior fiscal year. During the period of time when the Board is finalizing the Annual Budget, Management shall notify the Board of any actual or anticipated increases in the Management expenses for the Board's consideration. Upon approval of the Annual Budget by the Board, Management shall make any necessary adjustments to any prior notices, payment coupons or other such information previously disseminated to the owners to accurately reflect the assessments for the year such Annual Budget is adopted. The Association acknowledges that Management has not made, and by proposing the annual budget, (i) does not make any guarantee warranty or representation of any nature concerning the budget, the payments of gross revenue or expenses or cash flow, or the capital improvement, budget requirements to be generated or incurred from the operation of the Association and its property, and (ii) does not have any liability to the Association for any deficits in any given Annual Budget arising from the Management's operation of the Association and its property, absent any gross negligence or willful misconduct.

4.06 INSURANCE

When authorized by the Board in writing, Management shall, in cooperation with the Association's insurance agents, use commercially reasonable efforts to cause to be placed, and kept in force, all types of insurance to protect the Association and its common areas, Owners and mortgagees holding mortgages covering Association units as their respective interests may appear (or as required by law or the Association's governing documents) including, but not limited to directors and officers insurance, workers' compensation insurance, public liability insurance, equipment insurance, fire and extended coverage insurance and burglary and theft insurance.

All of the types of insurance coverage required by state law shall be placed with such companies in such amounts and with such beneficial interest appearing therein as shall be acceptable by law and approved by the Board. The association shall also additionally insure Management on their respective policies when applicable.

4.07 REPORTING

Management shall prepare and submit to the Board monthly written status reports which may also be presented upon request at regular meetings of the Board. The status reports shall normally contain the following information:

Status of Maintenance – Site inspection reports, progress of subcontract and repair and maintenance work, emerging problems with grounds and buildings and recommendations for future action.

Status of Finances – Balance Sheet, income statement, general ledger entries, delinquent accounts, year to date summaries of assessments, expenses, budget deviations and projections for future trends in receipts and expenditures and such other items necessary to prudent business interpretations and administration of the Association’s financial affairs.

Status of Administration – Significant violations of the Bylaws, rules and regulations and actions involving security, vandalism, insurance claims and all other matters not falling within the categories of maintenance and finance.

Management shall promptly investigate and make full written reports to the board as to all accidents, criminal activity, and claims for damage relating to personal injury in the common areas or the management, operation, maintenance, and welfare to the Association property, and shall cooperate and promptly make any and all reports requested or required by an insurance company in connection therewith. Management at no times make any written or oral statements to any media personnel and in such case differ all communications to the Board.

4.08 ACCESS PAYROLL ADMINISTRATION & HUMAN RESOURCES ADMINISTRATION

In addition to the “Employee Expenses” referenced in Section 4.04.1, there is an additional payroll administration fee (payroll burden) assessed to all employee expenses as a rate of **15%** for the following payroll and human resources administration. This administration fee is exclusive of all payroll taxes and benefits.

PAYROLL ADMINISTRATION

- Processing of bi-weekly payroll
- Maintaining compliance with local, state and federal tax laws
- Labor Allocations
- Proper record keeping for new hires and existing employee files.
- Calculating reimbursements, bonuses, overtime and holiday pay.
- Health Benefits Administration
- 401k/Retirement Management
- Adopting Policies & Procedures
- Time & Attendance Management
- Performance & Coaching of Staffing
- Payroll System with Employee/Management Portal

HUMAN RESOURCES ADMINISTRATION

- Employee Staffing
- Employee Onboarding & Training
- Job Placement / Recruitment
- Salary & Benefits Analysis
- Development of Policies & Procedures
- Maintaining compliance with Equal Employment Opportunity Company (EEOC Guidelines).
- Maintaining compliance with local, state and federal employment guidelines.
- Sexual Harassment & Discrimination Training
- I9 & Employment Document Enforcement
- Training & Development of Employees
- Employee Retention
- Compensation Requirements
- Work Safety & OSHA Compliance
- Internal Communications
- Mediation of employee complaints or workplace harassment
- ACA & FLMA Compliance
- Worker’s Comp compliance & audit facilitation

5 ARTICLE V - MISCELLANEOUS

5.01 MODIFICATIONS AND STATUS

This writing is intended by both parties as a final expression of this Agreement and as a complete statement of the terms thereof. All negotiations, considerations and representations between the parties have been incorporated herein. No variation, modification or changes of this Agreement shall be binding, unless made in writing and executed by both parties.

5.02 APPLICABLE LAW; ATTORNEY FEES

It is understood and agreed that this Agreement shall be construed in accordance with the laws of the State of Florida and Management warrants that all local, state and federal laws and regulations have been adhered to. In the event that any dispute may arise as to the rights of any of the parties under this Agreement, including the powers and duties of the parties and all of the terms and conditions of this Agreement, and said dispute cannot be amicably settled and resolved between the parties, the venue for the dispute shall be located in Orange County, Florida in the Circuit Civil System. The prevailing party in the case of any dispute between the parties in litigation, arbitration, mediation, or otherwise, as the case may be, shall be entitled to recover their attorney’s fees, as a taxable cost from the non-prevailing party, and whether or not suit is filed.

5.03 ASSIGNMENT

Management may assign its rights, title and interests herein to another management firm operating and existing under the laws of the State of Florida, provided it obtains the Board's prior written approval, which approval may be withheld or conditioned at the sole discretion of the Board. However, the assignment shall not be valid unless and until the assignee there under expressly assumes and agrees, in writing, to perform each and every covenant and term of this Agreement that is the obligation of Management. An executed duplicate or any intended assignment shall be delivered to the Association by certified mail or its equivalent.

5.04 INDEMNIFICATION

The Association shall indemnify, defend, and save Management and its members, shareholders, directors, officers, employees, and agents harmless from all claims, liability, loss, damage, cost expense, investigations, and suits (including, without limitation, reasonable attorneys' fees and expenses, whether incurred at the trial, pretrial, or appellate level) arising from or relating to the ownership, organization, development, construction, management, operation, or maintenance of the Association or the Association's property, and any other activities contemplated in this Agreement, including any existing debt or any other indebtedness, to the fullest extent permitted by law. The Association's obligation under this Section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expense, and attorney's fees, including those incurred through all appeals.

The indemnification provision of this Agreement by the Association shall survive the expiration or termination of this Agreement for a period not to exceed the statutory limit of any given action. Notwithstanding the foregoing, the Association shall not be required to indemnify Management against claims or damages for which there has been a judicial determination that such claims or damages were suffered as a result of the gross negligence or willful misconduct of Management, or any willful violation of Management of any applicable statute, ordinance, law or government rule or regulation. Management agrees to indemnify and hold the Association harmless from and against all claims and damages arising out of the foregoing, including Association's attorney fees and court costs at all trial and appellate levels, whether or not suit is filed.

The Association must carrier at all times a minimal level of commercial, general and D&O insurance which all name Access as an additional insured/insured party and that if in the sole discretion of Access that the Association fails to do so, Access would provide 30 days-notice to the Association to increase the coverage amount to an acceptable amount then Access shall have rights to give immediate notice of cancelation.

Furthermore, the Association shall carry, at its sole cost and expense, all necessary liability insurance adequate to protect the interests of the Association and Management. Such liability insurance shall be so written as to protect Management in the same manner and to the same extent as to the Association.

Management shall indemnify, defend, and save the Association, and Pulte Homes, LLC and its members, shareholders, directors, officers, employees, and agents harmless from all claims, liability, loss, damage, cost expense, investigations, and suits (including, without limitation, reasonable attorneys' fees and expenses, whether incurred at the trial, pretrial, or appellate level) arising from or relating to the gross negligence or willful misconduct of Management, or any willful violation of Management of any applicable statute, ordinance, law or government rule or regulation. Management's obligation under this Section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expense, and attorney's fees, including those incurred through all appeals.

The indemnification provision of this Agreement by Management shall survive the expiration or termination of this Agreement for a period not to exceed the statutory limit of any given action. Notwithstanding the foregoing, Management shall not be required to indemnify the Association against claims or damages for which there has been a judicial determination that such claims or damages were suffered as a result of the gross negligence or willful misconduct of the Association, or any willful violation of Association of any applicable statute, ordinance, law or government rule or regulation. Management agrees to indemnify and hold the Association harmless from and against all claims and damages arising out of the foregoing, including Association's attorney fees and court costs at all trial and appellate levels, whether or not suit is filed.

Furthermore, Management shall carry, at its sole cost and expense, all necessary liability insurance adequate to protect the interests of Management and the Association. Such liability insurance shall be so written as to protect Management in the same manner and to the same extent as to the Association.

Subject to the written approval of the Association, and subject to all governmental approvals and permits, Management shall be allowed to place a small and aesthetically pleasing sign on the property at a location of the Board's choice, stating that the Community is being managed by Access Residential Management, LLC. Additionally, the Association hereby grants to Management a nonexclusive, but revocable license to use, on the Association's behalf, the names, brand names, trademarks and logos for the Association and the Community. The Management agrees to refrain from using the names, brand names, trademarks and logos for the Association and the Community for any commercial gain, other than marketing campaigns, including proposals, advertising (both print and web-based) and presentations by Management and/or affiliates, used to obtain

third party business for Management and/or its affiliates, which is unforeseeable as of the date of this Agreement. Management shall first obtain written approval from the Board before using any names, brand names, trademarks or logos for the Association or the Community in any form or fashion, which approval shall not be unreasonably withheld or delayed.

6 ARTICLE VI - MANAGEMENT FEES

In addition to the Management's Fees, the compensation to which Management shall be entitled during the term of this Agreement shall consist of fees for recurring routine services paid on a per item basis, and fees for non-routine services to be negotiated and approved in writing by the Board prior to performance. Management shall be reimbursed for reasonable expenses incurred in performing its responsibilities under this Agreement in accordance with the following including, without limitations, expenses related to mailings, photocopying, collections, and office supplies for the Association or other items that may be required from time to time as requested by the Board, or other parties authorized by the Board. Following is Management's current standard expense reimbursement schedule. Charges may vary over time due to changes in costs and shall be based on Management's current standard schedule in effect at the time service is performed, but in no event shall any charges be increased without Management providing a 30-day written notice to the Board of Directors.

In addition to the Management's Fees, Management shall be compensated according to the Schedule A - Ancillary Fees, the current fees being due and payable from the current assessments collected each month pursuant to the disbursement, under Article 2.04. Such compensation represents the overhead expenses of Management, excluding any salaries of employees (see Section 4.08 for expenses of on-site personnel), but including financial management, general administration and property management to be paid at the beginning of each month.

[See Schedule A for reference.]

6.01 PAYMENT SCHEDULE

Payments for services rendered shall be by the tenth (10th) day of the month for which Management services are being performed and by the tenth (10th) day of the month following the rendering of services for all other items. Management shall notify the Association of any untimely payment for such services rendered, and upon receipt of such notice, the Association shall have five (5) days to make such payment ("**Payment Cure Period**"). Failure to timely pay any amount due to Management hereunder beyond the Payment Cure Period shall constitute a breach of this Agreement, and Management shall have the right to terminate this Agreement and exercise any and all legal and equitable rights available to Management.

6.02 MANAGEMENT FEE

The Association agrees to pay Management as its compensation for services performed under the Agreement (except for additional costs which are specified elsewhere in this Agreement for which Management shall receive reasonable compensation as therein provided), a management fee of **\$8.50 per door or \$750.00 per month whichever is greater**. This fee will be adjusted annually according to the approved budget for the upcoming year, but at no time shall the annual increase be less than 3% of the previous year's fee. **Total Units 821.**

7 ARTICLE VII - COMMENCEMENT & TERMINATION

7.01 COMMENCEMENT AND TERM

This Agreement shall commence as of **March 1, 2022** and have an initial term of two years from that date (the "**Initial Term**"). This Agreement may be renewed by the Board and Management for additional two (2) year increments upon mutual agreement of the Board and Management, the details, and terms of which shall be negotiated and approved no less than forty-five (45) days prior to the expiration of any given two (2) year term. If the parties are not able to agree on the terms and conditions of a renewal term prior to forty-five days from the expiration of the initial term or any renewal term, then the agreement shall renew for a term of one (1) year or until such time as a mutual agreement of the Board and Management has been reached.

7.02 TERMINATION WITH OR WITHOUT CAUSE

The Association or Management may terminate this agreement at any time, with or without cause, upon a 60-days written notice to the other party. Upon the termination of this Agreement, Management shall assemble and organize all records of the Association, within twenty (20) days and transfer same to the Association's representative. This includes, but is not limited to, a final accounting reflecting the balance of income and expenses of the property as of the effective date of the termination; the balance of any monies of the Association held by the Management; all books, records, invoices and other documents or property received by the Management pursuant to its obligations hereunder. Management shall assist and cooperate with the orderly transition of management services.

8 ARTICLE VIII - NOTICES

8.01 NOTICES TO MANAGEMENT

All notices shall be in writing and mailed postage prepaid to: Access Residential Management, LLC, at the address first listed above in this Agreement. Notwithstanding the foregoing, email and facsimile transmissions are acceptable forms of notice from

the Association to Management under this Agreement, and may be counted toward notice dates, so long as the original written notices are immediately sent to Management by certified mail, return receipt requested, or other registered overnight courier service. Notices shall be effective upon hand delivery or three (3) days after the postmark date, except for notice of change of address, which shall be effective upon receipt.

8.02 NOTICES TO ASSOCIATION

All notices shall be in writing and mailed postage prepaid to the Association, at the address first listed above in this Agreement. Notwithstanding the foregoing, email and facsimile transmissions are acceptable forms of notice from Management to the Association under this Agreement, and may be counted toward notice dates, so long as the original written notices are immediately sent to the Association by certified mail, return receipt requested, or other registered overnight courier service. Notices shall be effective upon hand delivery or three (3) days after the postmark date, except for notice of change of address, which shall be effective upon receipt.

9 ARTICLE IX - ADDITIONAL TERMS

9.01 CONFIDENTIALITY OF AGREEMENT

This Agreement is a confidential contract between Management and Association. Subject to the provisions of the Declaration, the Association's governing documents, and any other legal requirement of either party, Management and Association each agree not to disclose the contents of this Agreement to any third party, nor distribute any photocopies of this Agreement, in whole or in part, without the express written authorization of the other party. The parties agree and understand that breach of this confidentiality would constitute a breach of this Agreement and would provide either party with any and all legal remedies available by law or in equity, as a result of such breach.

9.02 INDEPENDENT ENTITY

The Association recognizes and acknowledges that Management is an independent entity, organized under the laws of the State of Florida to whom the Association will solely look and who is solely responsible for the obligations and liabilities of Management recited herein, arising hereunder, or in any manner related to the transactions contemplated hereby, and the Association further recognizes and acknowledges that no other entity or entities, including (i) the Management's parent entity, (ii) any individual, (iii) any affiliate of Management which may supply services to or take actions on behalf of or for the benefit of Management with respect to the matter herein contemplated (it being agreed among and between the parties hereto that the parent of and/or the affiliated entities of Management may form, organize, provide services to, provide funds to, negotiate for, provide personnel to, make representations on behalf of, and from time to time take actions on behalf of or for the benefit of Management by direct dealings with the Association or those acting for it), or (iv) any other affiliate of Management, although such entity may do anything listed in (iii) above, is in any manner liable or responsible for the obligations and liabilities of Management, whether recited herein, arising hereunder, or in any manner related to the transactions contemplated hereby.

Management recognizes and acknowledges that the Association is an independent entity, organized under the laws of the State of Florida to whom the Management will solely look and who is solely responsible for the obligations and liabilities of the Association recited herein, arising hereunder, or in any manner related to the transactions contemplated hereby, and Management further recognizes and acknowledges that no other entity or entities, including (i) the Association's officers, directors, employees and agents, (ii) any individual, (iii) any affiliate of the Association which may supply services to or take actions on behalf of or for the benefit of the Association with respect to the matter herein contemplated (it being agreed among and between the parties hereto that the parent of and/or the affiliated entities of the Association may form, organize, provide services to, provide funds to, negotiate for, provide personnel to, make representations on behalf of, and from time to time take actions on behalf of or for the benefit of the Association by direct dealings with the Management or those acting for it), or (iv) any other affiliate of the Association, although such entity may do anything listed in (iii) above, is in any manner liable or responsible for the obligations and liabilities of the Association, whether recited herein, arising hereunder, or in any manner related to the transactions contemplated hereby.

9.03 UNAVOIDABLE DELAY

The provisions of this section shall be applicable if there shall occur during the term of this Agreement any (i) strike(s), lockout(s) or labor dispute(s); (ii) inability to obtain labor or materials, or reasonable substitutes therefore; (iii) acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental action, acts of terrorism, civil commotion, fire, or other casualty; or (iv) other conditions similar to those enumerated in this section beyond the reasonable control of the party obligated to perform ("**Unavoidable Delay**"). As the result of any Unavoidable Delay, if the parties hereto shall fail punctually to perform any obligation on its part to be performed under this Agreement, then, upon written notice to the other, within ten (10) days of such Unavoidable Delay, such failure shall be excused and not be a breach of this Agreement by the party claiming an Unavoidable Delay, but only to the extent occasioned by such Unavoidable Delay.

IN WITNESS WHEREOF, Association and Management have caused this Agreement to be executed in their respective corporate names by their respective corporate seals to be hereto affixed this 13 day of March, 2022.

Del Webb Oak Creek Homeowners Association, Inc. a Florida non-profit corporation

Signature: Kimberly Morton

Name: Kimberly Morton

Title: President

ACCESS RESIDENTIAL MANAGEMENT, LLC, a Florida Limited Liability Company

Signature: my

Name: Michael Laster

Title: SVP of Operations

Witness sign: my

Print name: Michael Laster

Date: 3/13/2022

Witness sign: JL

Print name: Jose Leon

Date: 3/13/2022

10 SCHEDULE A – ANCILLARY FEES

10.01.1 SETUP FEES

- Initial Setup of General Ledger & Accounts Payable, Members & Accounts Receivable one-time setup fee 50% of Monthly Management Fee

10.01.2 MISCELLANEOUS FEES (FEES SUBJECT TO CHANGE WITH 30 DAY NOTICE)

- Coupon Books \$4.00 per book
- Copies/Printing (black & white) \$0.15 per copy
- Copies/Printing (color) \$0.50 per copy
- Scanning / Archiving \$0.50 per page
- Storage of Official Records \$5.00 per box per month
- Gate Registration/Updates \$25.00 per update
- Website Hosting/Maintenance, Access Connect, AccessAI \$150.00 per month

10.01.3 MISCELLANEOUS FEES (*BILLED TO HOMEOWNER/RECOVERABLE. FEES SUBJECT TO CHANGE WITH 30 DAY NOTICE)

- Estoppel Fee *225.00 (Resale Only)
- Transfer Fee *\$75.00 (Resale Only)
- Processing of sales/rental screening applications *\$100.00 per applicant
- Processing Intent to Lien (demand letter) *\$75.00 per unit
- Processing Attorney Demand Letter *\$75.00 per letter
- Processing Attorney Warning Letter *\$75.00 per letter
- Transferring Account to Attorney (collections) *\$100.00 per unit
- Transferring Account to Attorney (violations) *\$100.00 per unit
- Returned Check Fee *\$25.00 per check
- Approval to Purchase or Lease a Unit \$100.00 per application

10.01.4 NON-ROUTINE SERVICES

Management shall maintain availability for services related to certain non-routine activities for which the need may or may not arise. Except for Community emergency situations, Management shall not incur any fees or charges to the Association for Non-Routine Services without first obtaining written approval from the Board. Management shall make every reasonable effort to contact and notify a Board member or appointee of a Board member by telephone or email transmission, in the event any such Community emergency arises, and such emergency warrants any non-routine service as an unexpected expense of the Association. Non-routine services may include, without limitation, the following:

- Participating in the preparation of legal actions initiated by the Association, exclusive of those related to collection of annual assessments and legal activities related to the covenant enforcement which have not been subjected to court action, those exceptions being included in recurring routine services and fees, i.e., construction litigation or the preparation thereof prior to and including settlement and or court proceedings.
- Negotiations and claims of a protracted nature arising from warranty claims for work by developer and performed by a contractor prior to the effective date of this agreement.
- Extensive customization (programming changes) of Management’s standard form letters and notices for past due delinquency notices, final delinquent letters, deed restriction violation letters.
- Comprehensive reconstruction of Association’s books and records.
- Charges for services performed under this Section should be at rates mutually agreed upon by Management and the Board prior to commencement of that particular task and on a case-by-case basis, but in no case will rates be less than the current hourly rates in effect for administrative and maintenance personnel. As an alternative to charging hourly rates for management’s involvement in special project, major construction, renovation, refurbishment etc., charges may be mutually agreed upon on a percentage basis. The percentage rates will vary depending on the nature and extent of any given project.
- Capital Projects (those exceeding \$10,000) will be billed an additional fee of 10% for project management & supervision unless otherwise agreed in advance.

10.01.5 HOURLY RATES (UNLESS OTHERWISE QUOTED)

- Field or Maintenance Supervisor \$ 150.00 per hour
- Association Managers \$ 150.00 per hour
- Staff Accountants / Administrative Asst. \$ 75.00 per hour
- Maintenance Services, painting
Pressure cleaning, signage maintenance,
extermination, pool equipment maintenance \$ 75.00 per hour
- Non-contractual service requests:
Immediate janitorial, directory changes,
trash pick-up, light bulb changes \$ 75.00 per hour
- Court Attendance /Mediation \$250.00 per hour