

ADDENDUM TO
MANAGEMENT AGREEMENT BETWEEN ALL FLORIDA SERVICES
MANAGEMENT, INC. AND THE RIVERVIEW ASSOCIATION, INC.

This Addendum, executed on _____, 2024, whereupon it is mutually agreed that The Riverview Association, Inc. (“Association”), located in Manatee County, Florida, and All Florida Services Management, Inc. (“Management Agent”) agree to the terms of this Addendum.

1. **The Agreement**

The Agreement, as referred to herein, shall refer to this Addendum and the Management Agreement executed by Association and Management Agent, dated _____, 2024 (“Agreement”). The terms of this Addendum shall control and supersede over the terms and conditions contained in the Agreement.

2. **Management Services:**

2.1 During the Term hereof, Management Agent will perform the services and duties that are described below for the purpose of managing the Community and the Common Elements (collectively referred to herein as the “Management Services”):

2.2 **Designated Manager:** Management Agent will designate and appoint not less than one (1) properly licensed Community Association Manager (“CAM”) who shall be employed by Management Agent to act as its agent and representative to perform the Management Services to and for the benefit of Association. Management Agent represents and warrants that the person or persons employed by Management Agent to directly provide any community association management services as defined in Chapter 468, Florida Statutes as required under this Agreement, will have at all times a Community Association Manager’s license from the Florida Department of Business & Professional Regulation, and that Management Agent will otherwise comply with provisions of Section 468.432, Florida Statutes. Proof of such licensure and compliance shall be provided to the Board upon request. It shall be a material breach of this Agreement if an unlicensed manager works at the Community.

2.3 **Payroll Services:** Management Agent shall engage a payroll processing service or other entity, at the Board’s direction and the Association’s expense, to prepare, as needed, all payroll and file the necessary forms, as needed, for employment insurance, withholding and social security taxes and all other forms relating to employment of Association’s employees, if any, required by federal, state or municipal authorities. (This subparagraph relates only to those direct employees of Association, if any, not to employees of Management Agent who provide services to Association under this Agreement.) An additional Management Fee (TBD) will be incurred in the event this service is required.

2.4 **Insurance Obligations:** Management Agent shall maintain, on an ongoing basis, the official records of all insurance coverage carried by Association, including, but not limited to, current policy information, certificates of insurance, and procurement of loss runs, together with

any other insurance information as may be required by Chapter 718, Florida Statutes (as it may apply), the Administrative Code, and the Governing Documents, as any of the foregoing may be amended from time to time.

2.5 **Records:** Management Agent will cause to be maintained: i) the Association's list of Unit Owners (Membership List); and ii) all required financial records and accounting, including without limitation records of receipts, bank deposits, payments and disbursements. Management Agent will also assist the Board in the proper maintenance of all official records of Association in accordance and compliance with Law. Except as may be otherwise required by Law, electronic communications (including but not limited to e-mails and voicemails shall constitute and are deemed to be official records of the Association.

3. **Financial Services:**

3.1 Management Agent shall maintain, on an ongoing basis, Association's financial record books, accounts and other financial related records as provided by Association's governing documents and pursuant to applicable law, as any of the foregoing is amended from time to time, and issue estoppel certificates of account to owners and their mortgagees and lienors together with such other documents as may be generally requested or provided in connection with sales, mortgages, or other transfers of Lots or interests therein. Management Agent may charge reasonable fees to owners, purchasers of Lots, their mortgagees and lienors as additional compensation to Management Agent for the preparation of a certificate of account and for such other documents as may be generally requested or provided in connection with sales, mortgages, or other transfers of Lots or interests therein, to the extent outlined in Chapter 718, Florida Statutes, as the same may be amended or renumbered from time to time, and for preparation and delivery of documents to be delivered to a purchaser in connection with the sale of a Lot.

3.2 The Parties also agree that an annual financial report will be completed in accordance with the requirements of Chapter 718, as is amended from time to time, and if the level of financial reporting in a given fiscal year requires the services of an independent Certified Public Accountant ("CPA"), such CPA will be selected and approved by the Board and paid for as an Association expense. If the financial report is provided in a timely manner, Management Agent will deliver copies to each unit/lot owner or the statutorily required notice to each owner that a copy of the financial report may be obtained at no charge upon written notice. The time frames in the statute shall be complied with by Management Agent, time being of the essence in the fulfillment of this obligation.

3.3 Management Agent shall prepare, annually, a recommended budget in compliance with Chapter 718 and the Association's Governing Documents, as either applies and is amended from time to time, for Association setting forth an itemized statement of anticipated receipts and disbursements based upon the then current schedule for assessments and considering the general condition of Association and community. Said budget, together with an explanatory statement, will be submitted to the Board for consideration no later than 60 days prior to the annual budget meeting, time being of the essence, as long as the Board has provided Management Agent with the schedule budget meeting date at least 90 days in advance of the meeting. The budget will serve as a supporting document for the schedule of assessments.

3.4 Management Agent shall deposit, no less frequently than weekly, all funds collected from owners and others into a bank account selected by the Association with Management Agent as custodian for the Association so that said funds may be withdrawn therefrom to pay all expense of operation and maintenance of the community as contemplated herein. The account will be styled so as to indicate the custodial nature thereof and the funds therein will not be commingled with other funds collected by Management Agent as agents for others or otherwise. If deposits exceed the amount of FDIC, SIPC or other insurance available to recover 100% of the Association funds upon the insolvency of the deposit, Management Agent will immediately advise the Association of the same and the Board may then instruct Management Agent to procure another insured banking institution in the name of the Association and transfer such excess funds to that account. Management Agent will not be liable for any loss resulting from the insolvency of such depository unless it fails to act as noted hereinabove with regard to notification of the Association for accounts which exceed FDIC, SIPC or other insurance.

3.5 The records of Association that are in Management Agent's possession will be kept at the office of Management Agent or at a location designated by Management Agent, however, if space permits and the Board requires, the records will be kept and shall be maintained electronically. The locations where the records are stored shall always follow applicable law, as amended from time to time, including but not limited to the distance requirements. All such official records will be available for inspection, and for review and audit all as required by applicable law, as amended from time to time.

4. **Miscellaneous:**

4.1 Any legal action arising from this Agreement or connected herewith shall be filed exclusively in a court of competent jurisdiction in the State of Florida, wherein the prevailing Party will be entitled to recover all costs and reasonable attorneys' fees incurred (whether pre-trial, post-trial, at mediation or trial and in any appeals). If the Parties resolve the dispute in mediation, the mediation settlement agreement will determine how fees are handled.

4.2 In any litigation arising from this Agreement, venue will be exclusively in the County wherein the subject property is located.

4.3 Management Agent is an independent contractor and is free to contract for similar services to be performed for other entities, wherever located, while it is under contract with Association. Under no circumstances will this Agreement provide the basis for Association, or any of its members, officers, directors, agents or employees, to look to Management Agent as its or their employer, or a partner or principal. Under no circumstances shall this Agreement provide the basis for Management Agent or any of its officers, directors, employees or agents to look to the Association as its or their employer, partner or principal. Nothing in this Agreement will be deemed to create or be construed as constituting a joint venture or partnership between Association and Management Agent. Association, its members, officers, directors, agents or employees who are not direct employees of Management Agent will not be entitled to, nor will they make any claim for, any benefits accorded to Management Agent's employees, including, but not limited to, workers' compensation, vacation or sick pay. Management Agent, its members, officers, directors, agents or employees who are not direct employees of Association will not be entitled to, nor will

they make any claim for, any benefits accorded to Association's employees, including, but not limited to, workers' compensation, vacation or sick pay.

4.4 Force Majeure: Any prevention, delay, or stoppage due to strikes, lockouts, labor disputes, acts of war, terrorism, terrorist activities, pandemic, epidemic, banking or financial institution closures, inability to obtain services from third parties, governmental actions, civil commotions, fire, flood, hurricane, earthquake, or other casualty, and other causes beyond the reasonable control of the Party obligated to perform, except with respect to amounts to be paid by Association for services provided by Management Agent pursuant to this Agreement (collectively, a "Force Majeure"), notwithstanding anything to the contrary contained in this Agreement, will excuse the performance of such Party for a period equal to any such prevention, delay or stoppage and, therefore, if this Agreement specifies a time period for performance of an obligation of either Party (other than payment to Management Agent by Association for services provided unless there is an event causing banking or financial institution closures), that time period will be extended by the period of any delay in such Party's performance caused by a Force Majeure. The foregoing will not be interpreted as extending the term or renewal term of this Agreement.

4.5 The rule of contract interpretation that a provision is to be construed more or less favorably against a Party by virtue of the fact that the Party or their legal counsel drafted said provision is hereby waived by both Parties to this Agreement.

4.6 Assignment: Neither Party will assign this Agreement to a third-party without the prior written consent of the other Party, which consent will not be unreasonably withheld.

4.7 Driver's License and Insurance: Management Agent will require that any employee or agent of Management Agent driving on behalf of Association will have a valid Florida driver's license and full and complete automobile insurance. Further, Management Agent agrees to indemnify and hold the Association harmless in the event any agent of Management Agent who carries worker's compensation exemption status is injured on the property. Management Agent expressly and specifically agrees to fully defend, indemnify and hold harmless said Association in the event of any claim made by said individual. Management Agent agrees to supply the Association with evidence of and keep said insurance policies in full force and effect during the entire course of the Agreement. This provision will survive the expiration or termination of this Agreement.

4.8 CAM Licensure: The Agreement is contingent upon and subject to Management Agent and Management Agent's CAM assigned to Association having a valid Community Association Manager's license at the inception of the Agreement and maintaining such a valid license during the entire period of this Agreement. If, at any time during the course of this Agreement, the CAM will not have a valid license for reasons of termination, suspension, lapse or otherwise, this Agreement will terminate immediately upon the last effective date of the CAM's valid license, notwithstanding anything in this Agreement to the contrary.

4.9 Confidentiality: Management Agent agrees to maintain the utmost confidentiality and privacy of Association matters and not to remove any document, record, property or other item from the Association's premises, without the prior written consent of the Association.

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

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

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

Privileged Communications shall be kept in a secure (locked) drawer or office if in paper format and in a password protected computer or server if stored electronically unless other direction has been provided by the Association. In the event that Management Agent receives a subpoena, a court order, or an order from an arbitrator or arbitration panel requiring the production of any records or copies of records belonging to the Association that are in Management Agent’s possession, custody, or control, Management Agent will take the following actions: 1) Management Agent will make reasonable efforts to notify the Association’s attorney, if known to Management Agent, if not, then to the Association directly by e-mail or overnight delivery, of the subpoena, court order, arbitrator or arbitration order and; 2) if the Association’s attorney or the Association promptly notifies Management Agent of its intent to review the records within 5 business days of the date of Management Agent’s notice, Management Agent will provide a copy of the documents it intends to produce to the Association’s attorney or the Association prior to the production of the documents. In the event the Association’s attorney or the Association determines there are any documents that should not be produced by Management Agent as a result of any privilege the Association may assert, the Association’s Attorney or the Association must promptly notify Management Agent before the production deadline and the Association’s attorney or the Association will produce a privilege log and/or take whatever other actions are necessary, including, but not limited to, filing any necessary motions for protective orders or other appropriate motions with the court or before an arbitration panel, to avoid any inadvertent disclosure of

Privileged Communications or other privileged documents (including but not limited to documents under an accounting privilege). Should the Association timely give Management Agent notice of its intent to object to the requested production, and further timely files a motion for protective order or other appropriate motion in a court (or before an arbitration panel) with jurisdiction over the prosecution, Management Agent shall not produce the objected-to documents until such motion(s) is/are rule on by the Court or arbitrator (which decision may be appealed by the Association) unless compliance with this paragraph would subject Management Agent to sanctions, contempt or any other penalty. The Association will be solely responsible for any and all costs, including but not limited to any reasonable attorney's fees and costs associated with Management Agent's production of the records to the Association's attorney or the Association and/or for any action the Association or Management Agent may be required to take as a result of this paragraph.

Notwithstanding the foregoing, Management Agent shall not be deemed to have breached this paragraph if it is required by any court or arbitration panel of competent jurisdiction to produce certain documents that the Association maintains are privileged documents. Further, if the Association's attorney or the Association does not respond to Management Agent within 5 business days (absent a requirement under the law to respond earlier) of the date of Management Agent's notice under this paragraph, it shall be deemed that Management Agent complied with this paragraph if Management Agent complies with the subpoena, court order, or order of an arbitrator or arbitration panel and produces the documents without providing a copy of the documents to the Association. This provision shall survive termination or expiration of this Agreement. If Management Agent's legal interests are implicated or if any of Management Agent's employees seek legal advice arising out of Management Agent's management of the Association in connection with any such Privileged Communication, Management Agent shall not be deemed to have breached this clause if it consults with its own legal counsel and/or its own insurance professionals on such matters and/or uses such Privileged Communication in any legal action to defend itself and/or any of Management Agent's employees. The attorney-client privilege and/or work product privilege discussed herein is the Association's privilege to assert and it can only be waived by the Association's Board of Directors. Notwithstanding anything contained in this paragraph to the contrary, in the event that a lawsuit, claim, or administrative complaint, is filed against Management Agent and/or its employees for any alleged wrongdoing based upon specific advice of the Association's legal counsel, given prior to the incident which is the subject of the dispute, to take certain action(s) or refrain from taking certain action(s) or providing options for action(s), Management Agent may use such Privileged Communication in an attempt to exonerate itself and its employees. The use of such Privileged Communication is limited to only that which is necessary to defend the alleged wrongdoing. Before using such Privileged Communications, Management Agent shall, where reasonably possible, provide 5 days' e-mailed notification to the Association and the Association's attorney.

Executed by Management Agent on this 25th day of November, 2024.

ALL FLORIDA SERVICES MANAGEMENT, INC.

“Management Agent”

BY: Margaret L. Kennedy
Officer

(CORPORATE SEAL)

Executed by Association this ____ day of _____, 2024.

THE RIVERVIEW ASSOCIATION, INC.

“Association”

BY: _____ DATE: _____
Officer

ATTEST:

BY: _____ DATE: _____
Secretary

(CORPORATE SEAL)