

FULL SERVICE HOMEOWNERS ASSOCIATION

MANAGEMENT AGREEMENT

Between

ASSOCIATION: PELICAN STRAND ASSOCIATION, INC

And

AGENT: VANGUARD MANAGEMENT GROUP, LLC.

STATE OF FLORIDA PROFESSIONAL SERVICES AGREEMENT

COUNTY OF HILLSBOROUGH

This agreement (the "Agreement") is made and entered into this 1st day of January 2023 by and between the unit owners association known as Pelican Strand Association, Inc which is established in accordance with the laws of the State of Florida and Vanguard Management Group, LLC. (The "Agent").

AUTHORITY OF THE AGREEMENT

The Board of Directors of the Association (the "Board"), on behalf of the Association, hereby appoints Agent to manage the Property, and Agent accepts appointment to manage the Property. The terms "Company" and "Agent" shall be used interchangeably.

The parties further agree as follows:

Section 1

TERM OF AGREEMENT

The Board appoints Agent exclusively to provide management services for the Property for the period beginning the 1st day of January 2023 and ending the last day of December 2025 and thereafter rollover for same unless this Agreement is terminated as provided in Section 7.

SERVICES OF AGENT

Agent shall perform the following services in the name of and on behalf of the Association, and the Association hereby gives Agent the authority and powers required to perform these services.

Section 1.1 ASSESSMENT AND DELINQUENCY ACCOUNTING

Agent shall collect all monthly, special assessments, and other monies that are due the Association with respect to the Property and for all rental or other payments from Concessionaries, if any. HOWEVER, Agent shall have no authority or responsibility to collect delinquent assessments or other charges except to send notices of delinquency and to communicate the Association's instructions regarding collection action to those designated by the Association to take formal collection action on its behalf. The board can select their own attorney.

Section 1.2 RECORDS OF INCOME AND EXPENDITURES

Agent shall maintain records of all income and expenses relating to the Property, and shall submit monthly to the Association, a statement of receipts and disbursements for the preceding month, including a statement of the balance in the bank accounts for the Property.

Section 1.3 PREPARATION OF ANNUAL BUDGET

Prior To the beginning of each fiscal year, Agent shall prepare and submit to the Board a proposed Annual Budget for the upcoming year showing anticipated income and expenses for such year based upon historical averages and contractual changes. The Board ultimately has the authority on the final budget.

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Section 1.4

SUBMISSION OF ANNUAL REPORT

After the end of each fiscal year, Agent shall submit to the Association a summary of all receipts and disbursements relating to the Property for the preceding year. HOWEVER, submission of such annual report shall not be construed to require Agent to supply a compilation, audit, or review. Any third-party compilation, audit, or review required by the Association shall be prepared at the Association's expense by an auditor(s) of its selection.

Section 1.5

PAYMENT OF EXPENSES

Invoices are to be mailed to lockbox provided by the Manager. Payment vouchers and scanned images of the invoices will be available online. The Board's policy calls for the approval of all invoices by two board members. The Agent is not responsible for any fees for late payment. In the event that there are signors other than the manager, invoices that are approved by the manager and not dispensed with by the board signor by being put on hold or rejected shall be released for payment after ten business days. Vanguard follows best business practices and requires vendors to be currently licensed, insured, and carry workers comp or workers compensation exemption forms prior to the payment of any invoices. The board may sign a waiver should they desire less due diligence.

If you have any questions regarding a Vanguard invoice or wish to dispute a fee charged, the association shall do so within 45 days from the date that financial statements or invoice are presented to the Board. Upon request the Agent will research or address any items older than 45 days, however the hourly rate for professional services specified in the contract shall apply, and otherwise the professional fees charged shall be deemed to be fair and reasonable and shall be deemed to be correct and accurate.

Section 1.6

RECORDS OF INSURANCE

The Agent shall assist in the procurement of insurance by providing the association's existing policy or specifications at the time of renewal, to an insurance agent of our choosing. This agent shall be responsible for bidding the insurance, if possible. The Board is ultimately responsible for determining policy specifications, adequacy, and association standards. Unless the Board specifically advises the insurance agent otherwise, the policy shall be bid out and renewed utilizing the existing specifications and any modifications required by statute. The Board may utilize the services of any insurance agency; however, the extent of Vanguard's responsibility shall be to remind the Board when their policy comes up for renewal and forward a copy of the policy or specs to their selected agency. All interaction shall be between the Board and their selected agency.

Section 2

LIMITATION ON EXPENDITURES BY AGENT

In discharging its responsibilities under Section 2 of the Agreement, Agent shall not make any unbudgeted expenditures or incur any nonrecurring contractual obligation exceeding \$500.00 without the prior consent of the Association through the Board.

Notwithstanding these limitations, Agent may, on behalf of the Association and without prior consent of the Board, expend any amount or incur a reasonable contractual obligation required to deal with emergency conditions which may involve a danger to life or property or which may threaten the safety of the Property or the individual owners and occupants or which may threaten the suspension of any necessary service to the Property. The Association agrees that it will be responsible for payment of such expenditures subject to its right to recover any such expenditure from any person or entity, which may be ultimately responsible.

Section 2.1

DEPOSIT OF COLLECTIONS

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