

2712 King Surrey Ct  
Valrico, FL 33596  
(239) 440 0372 | dowgalcas.com | marko@dowgalcas.com

## Recurring ACH Debits Authorization Form

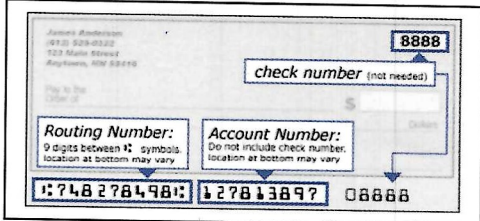
This is permission for recurring debits. As an authorized signor on the Depository Account presented, by completing and signing this form you give Dowgal, LLC dba Dowgal Community Association Services (Dowgal, LLC) permission to charge/debit your account for the amount indicated on or after the indicated date. This authorization is to remain in full force and effect until Dowgal, LLC has received written notification from me of its termination. \*\*

**Please complete the information below:**

I David Jeffers as an authorized signor of Buckhorn Preserve HOA to charge/debit my account indicated below for \$ 2500 on or after 12/01/2021. These payments are for Association Management Services My Account / Invoice Number is MONTHLY on 1<sup>st</sup>

Billing Address 3433 Lithia Pines Rd PMB 302 Phone# 813 514 5324  
City, State, Zip Valrico, FL 33596 Email \_\_\_\_\_

Frequency:  Weekly  Monthly  Annual basis, \_\_\_\_\_ Number of Payments

|                       |                                   |  |
|-----------------------|-----------------------------------|--|
| Depository Bank _____ | Checking <input type="checkbox"/> |  |
| Routing Number _____  | Savings <input type="checkbox"/>  |  |
| Account Number _____  |                                   |  |

I acknowledge that a minimum Non-Sufficient Funds (NSF) fee of \$25 may be charged by Dowgal, LLC to me in the event there are insufficient funds available at the time the ACH payment is submitted. I authorize Dowgal, LLC to charge/debit the account indicated in this authorization form according to the terms outlined above. This payment authorization is for the goods/services/account/invoice described above, for the amount indicated above and only for the occurrences indicated. I certify that I am an authorized signor on this Depository Account.

SIGNATURE David Jeffers DATE 11/23/21

Fax to: \_\_\_\_\_ Scan & Email to: marko@dowgalcas.com

\*\*I, \_\_\_\_\_ hereby **Revoke my Authorization** for the charges/debits to the account. I understand that my right to place a stop payment exists only as long as I request and deliver this written stop payment notice at least three days prior to the scheduled settlement date.

**MANAGEMENT AGREEMENT  
FOR**

**BUCKHORN PRESERVE HOMEOWNERS ASSOCIATION, INC.**

THIS AGREEMENT, made this 23<sup>rd</sup> day of November, 2021 by and between **BUCKHORN PRESERVE HOMEOWNERS ASSOCIATION, INC.**, a Florida Not-For-Profit Corporation, hereinafter referred to as the "Association" and **DOWGAL, LLC dba DOWGAL COMMUNITY ASSOCIATION SERVICES**, a Florida Corporation, hereinafter referred to as "DCAS".

**WITNESSETH:**

**WHEREAS**, the Association is formed to govern the property set forth in its Declaration of Covenants, Conditions, and Restrictions, Articles of Incorporation and Bylaws, as amended from time to time (the "Association Documents"), and,

**WHEREAS**, the Association is vested with certain powers and duties with respect to the operation and management of the common areas and community facilities, used by the residents, as more fully described in the Association Documents, and

**WHEREAS**, DCAS is engaged in the business of providing community association management services, and

**WHEREAS**, the Association desires for DCAS to provide community association management services to the Association and provide for the maintenance and operation of the common areas and community facilities,

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

The Association does hereby contract with DCAS to provide community association management services to the Association and provide for the maintenance and operation of the common areas and community facilities under the direction of the Association's Board of Directors (the "Board") pursuant to the terms and conditions set forth below.

**I. TERM:**

- A. This Agreement shall be effective December 1<sup>st</sup>, 2021 through December 31<sup>st</sup>, 2023. However, either party may, without cause, terminate this Agreement by providing a 30 (thirty) day written notice to the other party.
- B. This Agreement will continually renew for one (1) year terms, unless the Association or DCAS provides sixty (60) days written notice prior to expiration of the then-existing term, advising the other party that this Agreement will terminate at the end of the then-existing term.

**II. DUTIES OF DCAS:**

- A. Pursuant to instructions of the Board, DCAS shall be responsible for providing management services to the Association. The Association hereby grants authority to DCAS to perform the services required of it hereunder, all of which shall be for and on the account of the Association, and agrees to reasonably cooperate so as to permit DCAS to carry out its duties hereunder.
- B. The Association shall promptly furnish DCAS with all documents and records required for its role in the management functions of the Association. It is understood that the accuracy of all documents and information supplied to DCAS is the sole responsibility of the Association. To the extent DCAS receives the Association's documents and records from the Association, prior management company or third party, DCAS is not responsible to determine if all official documents have been transferred to DCAS. DCAS recommends the Association inventory all documents prior to transferring the documents to DCAS. DCAS will organize and inventory all documents turned over to it upon the Association's written request, but such organization and inventory will be done at DCAS's hourly rates set forth on the fee schedule attached hereto.
- C. Pursuant to instructions of the Board, DCAS shall monitor the Association's communal areas.
- D. DCAS shall manage the billing and collection of all general and special assessments as authorized by the Board. Unless otherwise agreed to in writing, an operating account will be established at Bank of America, or other bank of upon mutual agreement, which will may provide lockbox service to the Association at no additional cost to the Association. The cost for the printing of the coupons will be the responsibility of the Association. All monies received by DCAS on behalf of the Association shall be placed in a separate account for the use and benefit of the Association only. Said account shall only bear the name of the Association and



- only authorized members of the Board will be signers on the account, unless otherwise agreed to by both parties in writing. Additionally, DCAS will charge for any special assessment billings that may occur per the attached fee schedule.
- E. DCAS uses QuickBooks for all Association accounting. DCAS shall arrange automated payments whenever practical and prepare manual checks for payment of all Association bills and obligations as required if an automated system is not practical. Bills will be scanned into DCAS's digital storage/QuickBooks at least twice per month. Once the bills are scanned, reviewed, and entered in QuickBooks by DCAS, DCAS will submit the bills to the authorized signers on the Board for their approval and digital facsimile signature. Such signature or signatures will constitute approval for payment. Once the Board Members have approved and signed the bills, the Board Members will submit the bills back to DCAS via e-mail notification. The checks will be printed at DCAS's office and sent out or sent via automation technology such as Melio Payments or similar vendor. Checks will be printed at least twice per month. Utility bills and annual contractual obligations will be set up with automatic electronic funds transfer from the Association's operating account. DCAS requires the Association to institute a two-signature check signing policy with their financial institution for all Association checks. The Association will pay for the cost of computerized accounts payable check stock.
- F. DCAS shall act as a repository for only those Official Records, books, accounts and other official records required to be stored on behalf of the Association by Chapter 720 of the Florida Statutes. All such official records stored by DCAS shall be stored electronically when applicable with certain hard copy items at the office of DCAS on behalf of the Association and shall be available for inspection in accordance with applicable state and federal statutes during DCAS's normal office hours. Backup Hardcopy files of those that are scanned electronically will be stored in a commercial storage facility at the Association's expense. An inventory of all items placed in storage will be provided to the Association. It is explicitly understood that ownership of said records remains exclusively with the Association and that any granting of access to or denial of access to such records shall be determined by DCAS in compliance with Chapter 720 of the Florida Statutes or at the sole option of DCAS after consultation with the Board or the Association's legal counsel, at the sole expense of the Association. If DCAS is requested to act as a repository for any other records of the Association, such records shall be stored and available for inspection or copying at the pleasure of the Board or the Association's legal counsel during DCAS's normal office hours. Such inspections will require a written request and a definitive appointment time scheduled at the convenience of DCAS. Payment for any record inspection witness will be paid by the Association. The Association will reimburse DCAS for all labor and materials costs incurred in fulfilling record requests on behalf of the Association. DCAS shall keep or store all electronic mail (E-mails) it receives as part of the Association records to the extent required by state law. DCAS will use its discretion regarding what electronic mail it transfers to hard copy. However, DCAS shall under no circumstances be liable to the Association or any third party as a result of its handling of any electronic communications.
- G. DCAS shall prepare a monthly accrual based financial statement for the Association, for the previous month, based on information provided to DCAS. The Association shall indemnify and hold DCAS harmless from and against all attorneys' fees, court costs, operating costs, penalties, damages and all other costs and expenses of any kind whatsoever, incurred in connection with or resulting from the produced financial statement for the Association if information has been misrepresented or withheld from DCAS when producing said financial statement. DCAS shall provide the Association's Certified Public Accountant with the information necessary for the Accountant to prepare the Association's tax return. The Association's Certified Public Accountant shall also prepare the required, compilation, review or audit as may be required under Chapter 720 of the Florida Statutes or Association documents.
- H. DCAS shall not be held responsible for the production of inaccurate financial statements, owner records or billings, or any other financial reports if the financial data submitted by the Association is inaccurate. In the event that the Association cannot provide clean opening financial numbers, a financial report will not be produced until such time accurate information is produced or obtained. In addition, the Association agrees to be responsible for any costs, expenses, accounting or attorney's fees incurred in an independent financial review for the purposes of correcting financial data. Any additional time spent by DCAS to assist in the process of obtaining clean opening financial numbers shall be charged to the Association at the rate as specified in the fee schedule attached to this Agreement. Upon receipt of beginning balances from the prior management company, DCAS will send a statement of account to those owners that are reported delinquent, so, if necessary, corrective actions can be taken. DCAS has no responsibility to discover transfers of title or changes in ownership which are not reported.

- I. DCAS shall prepare a proposed operating budget setting forth an itemized statement of the anticipated receipts and disbursements for the next succeeding annual period based upon the current schedule of assessments and taking into account the general condition of the Association and the community facilities. The proposed budget shall comply with the requirements of the Association documents and shall outline a plan of operation and reasonably justify the estimates contained therein. Replacement cost estimates and budget data are guidelines and estimates to assist in budget planning, and the Association acknowledges and agrees that DCAS is not responsible for any discrepancies. Replacement costs are estimates to assist in budget planning. DCAS recommends that an annual reserve study and insurance appraisal be completed by qualified specialists. The proposed budget shall be submitted to the Board at least sixty (60) days prior to the commencement of the period to which it pertains. The Board shall review the proposed budget, make revisions as it deems appropriate, and give final approval to same prior to its becoming effective in accordance with the Association Documents. In the event the Association fails to approve a budget prior to the commencement of the annual period to which it pertains, DCAS shall provide its services temporarily in accordance and within the constraints of the old budget. DCAS shall be entitled to retroactively increase or decrease in fees from the termination of the old budget to the approval of the new budget. The Association understands that it is ultimately responsible for the approval of the budget and that the budget provided by DCAS is only provided to assist the Association in the budgeting process.
- J. DCAS shall have maintenance operations performed per contract or job specifications, and such services will be billed to the Association as incurred. DCAS is not responsible for maintenance or repairs required in excess of the amounts budgeted, assessed, and collected by the Association or for any work not outlined in this Agreement. Emergency repairs immediately necessary for the preservation and safety of life and property as required to avoid the suspension of any necessary service to the Association (as determined to be such in the sole discretion of DCAS) may be made by DCAS, without approval of the Association or its Board, provided that DCAS shall not be liable for, and the Association shall indemnify, defend, and save DCAS, its officers, agents and employees harmless from, all loss, liabilities, penalties, suits or other claims in connection with any such emergency repairs or DCAS's failure to perform emergency repairs, even in the event of gross negligence by DCAS. Work done under this provision shall be billed separately from all other work items, and shall be brought before the Board at their next scheduled meeting. Pursuant to this provision, the Association specifically agrees to be bound for any and all costs DCAS incurs on behalf of the Association pursuant to DCAS's exercise of its judgment to incur costs under this provision.
- K. DCAS shall assist the Board or any committees of the Association in preparing contract specifications for work or services to be performed for the Association. Specifications shall be approved by the Board and contracts signed by a designated officer or director of the Association. DCAS shall solicit bids as directed by the Board or the president of the Association. DCAS shall observe work performance during routine site visits. DCAS shall not be held responsible for the use or installation of substandard materials and substandard workmanship. DCAS shall not be responsible for any work, or lack of work, done or not done by the contractors hired by the Association. Responsibility for contractor workmanship and results rest solely with contractor. DCAS cannot be held financially responsible in any manner for maintenance and contracted services performed by contractors hired by the Association. All warranties and/or guarantees for materials and workmanship are the responsibility of the contractor, as stipulated in the contract specifications. For major projects and capital improvements (which shall be determined in DCAS's sole discretion) including but not limited to roofing, repaving, storm water/sewer systems, structural repair and maintenance. DCAS may require (at the expense of the Association) a technical consultant to prepare bid specifications, provide supervision, and to perform inspections. Major projects and capital improvements including but not limited to sinkhole and/or construction defect issues are also subject to additional fees as outlined in attached addendum.
- L. DCAS shall assist the Board or committees of the Association in administering duties promulgated by the Association Documents that are publicly recorded with the Clerk of the Circuit Court, subject to local, state and federal rules and regulations. DCAS makes no representation or warranty that the said documents comply with local, state, and federal rules and regulations. On behalf of the Association, DCAS shall notify members of the Association, in writing, of any violations by said members, or their tenants, guests, or invitees, observed by or reported to DCAS. DCAS shall provide a summary of violations to the Board for meetings. Violations not corrected at a specified date shall be referred to the Association's legal counsel by DCAS as directed by the Board. DCAS may not and shall not give legal advice concerning the validity or enforceability of any rule or term of any Association document or contract. The Association is advised to

- have independent legal counsel generally, and more importantly, when there is a challenge made against the Association.
- M. DCAS shall provide periodic reports to the Board concerning the management and operation of the Association and community facilities. The representative of DCAS designated as the Community Association Manager shall attend monthly meetings of the Board to present a management report and address any issues included in the report, and shall attend the annual meeting. There will be an extra charge if the Manager is required to be present at any meeting for more than two hours.
  - N. The Manager shall be off-site and will take instructions on the Association's behalf from one designated member of the Board. Unless a different specific appointment is made in writing the designated member will be the President of the Association. DCAS has no obligation to verify the actual authority of the designated member. The Manager will conduct site visits every other week (excluding, holidays, vacations, and weekends). DCAS will:
    - 1. Provide 24-hour call-in service for emergency repairs of property owned and maintained by the Association. DCAS is not responsible for response times of contractors.
    - 2. Monitor contracted maintenance operations; and
    - 3. Receive and respond to inquiries from Association members.
  - O. DCAS shall select, employ, supervise, direct and discharge DCAS employees or agents as DCAS deems necessary to fulfill the duties as required herein. The Association agrees to provide a safe and healthy work environment for all employees of the Association and DCAS, herein all referred to as "employees". Using reasonable discretion, DCAS will determine if there are conditions on or about the property which pose a hazard to the safety and/or health of any employees. DCAS will have the ability, notwithstanding anything to the contrary contained in this Contract, to remove employees upon written notice to the Association. During the period of time that employees are removed from the property, DCAS shall have no responsibility for performance of services under this Contract, except bookkeeping services. Furthermore, DCAS shall not be liable to the Association, its members, or to Owners, their guests and invitees for any injury, losses, costs, penalties, fines, fees, suits, demands, causes of action, judgements, obligations, claims or expenses incurred sustained, arising out of and/or related to DCAS's inability and/or failure to perform any of its duties and obligations under this Contract during the period of time when any employees have been removed from the property.
  - P. DCAS office overhead and personnel are the responsibility of DCAS. Such expenses shall not be payable by the Association except as part of said management fees. The Association grants DCAS permission to charge a fee for estoppel preparation in compliance with Chapter 720 of the Florida Statutes as well as applicable transfer fees, such fees will be paid by the requesting party directly to DCAS or other designated party of DCAS's choosing. All office supplies, postage, reproduction, coupons, record storage, I099 preparation, computer check stock, and community access system maintenance charges for the Association shall be paid by the Association as may be outlined in the attached addendum as composite line items on the monthly bill to the Association. Newsletter preparation, minute preparation, mail-house services, court appearances, fuel and cell phone surcharges, document shredding, clubhouse/recreation facilities reservation services, water meter account services, individual homeowner insurance certificate collection services, lease/mortgage tracking, special requests and any service not specifically outlined in this Agreement are subject to additional charges only when requested or utilized by the Association.
  - Q. If the Association should become involved in special litigation or special insurance claims outside the normal course of business, DCAS will be entitled to additional fees to be determined at the time incurred.
  - R. If the Association secures a loan from a financial institution, DCAS will be entitled to 1 % of the loan amount. If the Association attempts to secure a loan from a financial institution, but does not succeed in obtaining the funds, DCAS will be entitled to additional fees for the time involved in the application process as per the attached addendum.

### III. ASSESSMENTS:

The Association shall assess members of the Association for an amount not less than the total of the approved budget for the current year and shall instruct its members to pay such assessments through DCAS, during the term of this Agreement. It is specifically understood and agreed that DCAS shall provide the services and pay the expenses provided herein only from the amounts collected from assessments of Association members and shall not be obligated to undertake such services to the extent that assessments and other revenue of the Association are insufficient to pay the costs and expenses of same. If it appears that the assessments and other revenue of the Association are insufficient to fund the amount of the approved budget, DCAS shall notify the Board of the amount by which such income shall

be insufficient and shall request the Board to resolve the deficiency by, at the Board's option, imposing a special assessment, increasing assessments, reducing expenses, adopting an amended budget or borrowing sufficient funds through a line of credit or traditional loan. Failure of the Board to resolve the deficiency by any combination of the above means shall relieve DCAS from responsibility for work or damage occasioned by reason of the deficiency.

#### **IV. PAYROLL:**

If requested, DCAS itself or a third party will arrange for a payroll service for employees of the Association, limited to the following conditions: It is expressly understood that all employees paid through this payroll service are employees of the Association, not DCAS or its payroll service administrator. Said employees provide their services to the Association and will remain employees of the Association at the termination of this Agreement. All liability for Association employees is assumed by the Association. The Association will reimburse DCAS or their payroll service administrator for the total gross payroll, and reimburse DCAS or their payroll service administrator an additional composite fee based on total gross payroll to cover payroll burdens and service fees. The composite fee to cover payroll burdens consists of, but is not limited to, FICA, state/federal unemployment, liability and workers compensation insurance and a payroll service fee. The Association will reimburse DCAS or their payroll service administrator for all costs incurred if any kind of insurance coverage or benefits are provided to the employees. The Association understands that all employees will be eligible for health insurance and other benefits in accordance with any policies in force. The Association accepts the current composite fee as stated in the attached Addendum, at the signing of this Agreement and acknowledges that these charges are subject to change in accordance with insurance and tax rate changes incurred. DCAS or their payroll service administrator will be entitled to retroactive increases in payroll costs and expenses. The Association will receive written notice of tax, insurance and fee changes. If at that time the Association feels that these increases are unacceptable, it may cancel this payroll service for any future payroll pay periods that have not occurred or been processed. The bill provided for reimbursement will be accepted by the Association as the only documentation it will receive regarding payroll information, taxes, insurance, and other benefit information pertaining to any Association employees.

#### **V. INDEMNIFICATION:**

- A. The Association shall indemnify, defend, and save DCAS, their officers, directors, agents and employees harmless from all loss, liabilities, penalties, suits or other claims in connection with the Association or this Agreement or the management thereof, including but not limited to employment discrimination claims, claims arising due to DCAS's compliance with directives from the Association, DCAS's performance of its duties under this agreement, or claims of injury to any person or property in, about, or in connection with the Association premises. The Association shall pay all expenses reasonably incurred by DCAS including but not limited to, all damages, penalties, attorney's fees, costs and expenses incurred to represent DCAS in regard to any claim, proceeding, or suit in connection with or arising out of the management of the Association. Such indemnification shall be made without regard to the extent of expenses or the duration of any claim, proceeding or suit. In addition to the above, this indemnity shall also cover all acts performed by DCAS pursuant to the instruction of the Association or any of its duly authorized officers or directors. DCAS shall not be liable for any good faith error of judgment or for any mistake of fact or law, or for anything which it may do or refrain from doing in good faith and in pursuance of its duties and activities hereunder.
- B. Notwithstanding anything above, this indemnification provision shall not apply to liability accruing from any act or omission that violates a criminal law; derives an improper personal benefit, either directly or indirectly, is grossly negligent, is reckless, is in bad faith, is with malicious purpose, or is in a manner exhibiting wanton and willful disregard of human rights, safety or property. However, until a final adjudication is made by a court of competent jurisdiction, the Association shall be obligated to indemnify DCAS, its officers, directors, agents and or employees for any costs and/or attorneys' fee in the defense of such claim. Upon the final adjudication of a claim set forth in this subparagraph establishing liability of DCAS, its officers, directors, agents and/or employees for such claim, DCAS will reimburse the Association any costs of defense which are solely related to the indemnification of DCAS against such claim.
- C. All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require the Association to have insured or to defend, reimburse, or indemnify DCAS shall survive any termination, and if DCAS is or becomes involved in any proceeding or litigation by reason of having been the Association's agent, such provisions shall apply as if this Agreement were still in effect.

#### **VI. INSURANCE:**

The Association agrees to name DCAS (to the extent applicable) as an additional insured, as evidenced by an endorsement to the policy, under its general liability, umbrella, fidelity bonding, and Directors and Officers policies,

with limits acceptable to DCAS in its reasonable judgment, and confirms that DCAS and its employees hired pursuant to the terms of this Agreement will be covered fully under such policies. DCAS requires the Association to maintain a minimum, no employee Workers' Compensation coverage. DCAS may make recommendations as to insurance coverage, deductibles, and insurance carriers. If the insurance selected by the Association is not acceptable to DCAS and the Association fails to obtain different or additional coverages which are then reasonably commercially available to the Association, DCAS may upon 30 days written notice to the Association, terminate this contract without further liability to the Association. If for any reason the Association's insurance coverage is cancelled or lapses, notwithstanding anything else to the contrary or any other provision contained in this Agreement, this Agreement may be terminated at the option of DCAS, upon e-mail notice to any officer or director of the Association and such termination will be effective immediately. Within thirty (30) days of the date on which the Association and DCAS execute this Agreement, the Association will deliver to DCAS a copy of the policies referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement. These coverages shall survive the termination of this Agreement.

## **VII. ATTORNEYS' FEES:**

Should either party be compelled to take legal action to enforce the terms of the Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs incurred both at the trial, post-trial and appellate levels. Notwithstanding anything herein to the contrary, in the event that DCAS is required to participate in any legal action for or on behalf of the Association including, but not limited to a requirement to testify, produce documents or records, responding to discovery, be deposed, serve as a witness or be called to act in any way whatsoever in any action by, for or in defense of any legal actions that the Association is involved with, DCAS is entitled to charge a fee to the Association equivalent to its then hourly rate for the person involved with the litigation or legal issue. This provision shall survive the termination of the Agreement.

## **VIII. CONSTRUCTION:**

The terms used herein shall be construed in accordance with the Association Documents.

## **IX. SEVERABILITY:**

If any part or clause of this Agreement is declared inoperative or void, it shall not affect the validity of the remainder of the Agreement.

## **X. THIRD PARTY BENEFICIARIES:**

This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto, including but not limited to, the individual members of the Association. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof. Notwithstanding the above, the parties recognize that DCAS and their officers, directors, agents and employees are third party beneficiaries with respect to the Association's indemnification and insurance obligations

## **XI. DISCLAIMER:**

In assuming its management duties hereunder, DCAS has or will receive information as to assessment accounts receivable and accounts payable. DCAS expressly disclaims any responsibility for the accuracy of the figures and records furnished by the Association to DCAS and the Association hereby acknowledges responsibility for any loss or additional expense caused directly or indirectly, by the inaccuracy or incompleteness of any records. DCAS suggests an independent audit of the Association's financial records prior to transfer to DCAS. An initial start-up fee may be charged for accounts which are grossly incomplete or inaccurate.

## **XII. SECURITY:**

DCAS shall not in any way be considered an insurer or guarantor of security within the community. Neither shall DCAS be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. The Board, all owners and occupants of any dwelling, and all of their tenants, guests and invitees, acknowledge that DCAS does not represent or warrant that any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices or services, or other security systems (if any are present) will prevent loss by fire, smoke, burglary, theft, hold-up or otherwise, nor that such measures or equipment will in all cases provide the detection or protection for which the system is designed or intended. The Board acknowledges and understands that DCAS is not an insurer and that each owner and occupant of any unit and each tenant, guest and invitee of any owner assumes all risks for loss, or damage to persons, to units and further acknowledges that DCAS has made no representations or warranties nor has Association, any owner, occupant

tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices or services, or other security systems recommended or installed or any security systems recommended or installed or any security measures undertaken within the property.

### **XIII. ENVIRONMENTAL CONDITIONS:**

DCAS shall not in any way be considered an insurer or guarantor of environmental conditions or indoor air quality within the community and shall not be held liable for any loss or damage by reason of or failure to provide adequate indoor air quality or for any adverse environmental conditions. The Board, on behalf of the Association and all owners, occupants, tenants, guests and invitees of any premises within the community, acknowledges that DCAS does not represent or warrant that the construction or any work performed, construction materials, air filters, mechanical heating, ventilating or air conditioning systems and chemicals necessary for the cleaning or pest control of the community will prevent the existence or spread of biological organisms, mold, mildew, cooking odors, animal dander, dust mites, fungi, pollen, tobacco smoke, dust or the transmission of interior or exterior noise levels. The Association further acknowledges that DCAS is not an insurer and that any other owner and occupant of any property within the community and each tenant, guest, and invitee of any owner assumes all risks for indoor air quality and environmental conditions and acknowledges that DCAS has made no representations or warranties nor has the Association, any owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to the air quality within the community. The Association shall indemnify DCAS to the full extent provided by the indemnity contained in this Agreement for any claims arising out of environmental conditions with the community.

### **XIV. NOTICES:**

All notices, requests, demands, or other communications hereunder shall be in writing, and shall be deemed to have been duly given if delivered in person, or within three (3) days after deposited in the United States mail, postage prepaid, certified with return receipt requested, as follows:

To the Association:

\* All notices, requests, demands, or other communications hereunder to the Association shall be delivered to the address of the then-current President of the Association. For the purposes of this provision, the notice address of the then-current President of the Association shall be the address of the dwelling owned by the President in the community, unless the Association provides written notice to DCAS of a different address to which notices should be delivered.

To DCAS at the following address:

Dowgal Community Association Services  
2712 King Surrey Ct.  
Valrico, Florida 33596

DCAS may change the address at which it receives notices, requests, demands, or other communications hereunder by so notifying the Association in writing.

### **XV. MISCELLANEOUS:**

- A. Wherever used, the singular number shall include the plural and plural shall include the singular and the use of any gender shall include all genders.
- B. By signing this Agreement, the undersigned parties acknowledge that they understand its terms and agree to be bound by them and their successors and assigns, together with any heirs, personal representatives, beneficiaries, predecessors, successors, subsidiaries or affiliated corporations, partnerships, or other business entities and the agents, employees, officers, directors, stockholders, partners, successors and assigns thereof are bound by its terms.
- C. This Agreement may be signed in counterparts, such that the individual parties' signature pages are properly executed, and when combined with the original signature pages or copies thereof, executed by the remaining parties, shall constitute an original and completed Agreement.
- D. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions completed herein. All other prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor

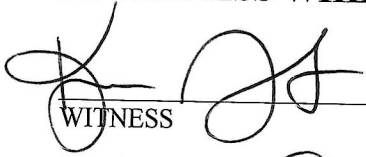
any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing, signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

- E. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. Each party agrees to submit to personal jurisdiction and venue of the State Courts located in and any Federal Courts that encompass Hillsborough County, Florida, for a resolution of all disputes arising in connection with the terms and provisions of this Agreement. Moreover, the State courts located in and any Federal Courts that encompass Hillsborough County, Florida shall be the sole and exclusive jurisdiction to resolve any disputes affecting or arising out of this Agreement.
- F. All parties have participated in the negotiations and drafting of this Agreement. As a result, to the extent an ambiguity exists in this Agreement, it shall not be interpreted against any specific party.
- G. Each party agrees to execute all documents necessary to ensure the terms and conditions of this Agreement can be fully effectuated.
- H. Each party acknowledges that it (1) has expressly authorized and is fully competent to execute this Agreement; (2) has carefully read and completely understands the terms and effects of this Agreement, and that all understandings and agreements between the parties relating to the subjects covered in the Agreement are contained herein; (3) has entered into this Agreement voluntarily and not in reliance on any promises or representations by any party other than those contained in the Agreement; (4) has received valid and sufficient consideration for the execution and delivery of the Agreement; and (5) has been given the opportunity to discuss this Agreement with independent legal counsel, has availed itself of that opportunity and has received advice and counsel from independent attorney before execution of this Agreement concerning the meaning and impact thereof.
- I. The Association understands that DCAS spends significant amounts of time and money to hire and train employees. The Association acknowledges that it derives benefits from DCAS's employees and its experience in the hiring and training of its employees. The Association therefore agrees not to engage the services of any past or present employee, partner, officer or owner of DCAS in any capacity whatsoever during the term of the Agreement and for a period of one (1) year following the termination of this Agreement or any extension thereof, without the express written consent of DCAS. Association agrees to pay DCAS the greater of \$10,000 or an amount equal to the last six (6) month's management fee, in damages for the breach of this provision of the Agreement. Association agrees that it will use due diligence to ensure this provision of the Agreement is upheld. Both the Association and DCAS agree that this is a reasonable sum due DCAS for the extensive training programs and trade secrets provided, as well as its expectation of continued income and allotment of resources. In the event of such a breach, the Association agrees that DCAS will be entitled to injunctive relief from any court of competent jurisdiction without any proof of damage, restraining the Association from engaging the services of any past or present employee, partner, officer, or owner of DCAS as prohibited herein.

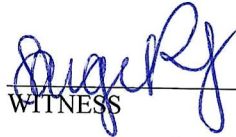
## **XVI. FEES:**

The Association agrees to pay DCAS for management and bookkeeping service as outlined above the sum of \$2,500 per month. If DCAS is requested to attend or prepare for any committee meetings such as Architectural or Fining, a fee of \$150.00 will be charged for each meeting, but only upon request of the Board. If the Association utilizes a Fining Policy, an additional fee per platted lot will be charged in accordance with the amount of time is utilized in administering the Association's Fining Policy. These fees will increase at the beginning of each successive renewal term by 3%. Payment is due in advance on the first of each month.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the date aforementioned.


  
WITNESS

  
WITNESS

  
WITNESS

  
WITNESS

  
BUCKHORN PRESERVE HOMEOWNERS ASSOCIATION, INC.  
Representative

  
DOWGAL, LLC  
dba DOWGAL COMMUNITY ASSOCIATION SERVICES  
Representative

11/23/2021



**MANAGEMENT AGREEMENT ADDENDUM  
MISCELLANEOUS FEE SCHEDULE**

| <i>DESCRIPTION</i>   | <i>CHARGE</i>  |
|--|--|
| Postage  | At cost to provide*  |
| Copies from Printers   | \$0.10 each*   |
| Copies   | \$0.15 each*   |
| Copies Color   | \$0.35 each*   |
| Envelopes Printed w/Association Name                                       | At Cost/Bulk Rate  |
| Office Supplies  | At Cost to Provide as Needed*  |
| Payroll Services (Only if Requested)                                       | Gross Payroll plus 30%, Benefits at Cost to Provide                                      |
| Record Storage – Electronic  | Actual Cost of online storage  |
| Record Storage – Hardcopy (Not including current year documents)           | Actual Cost of Commercial Storage Unit or \$3 per box monthly for DCAS storage facility. |
| <del>Set Up Fee</del>  | <del>\$500</del> WAIVED  |
| Special Assessment Billings  | \$3.50 per Coupon Generated/\$250 minimum  |
| 1099 Preparation   | \$25.00 plus \$5.00 per vendor   |
| Coupons  | \$3.00 each owner Annual/\$5.00 each owner Multiple                                      |
| Check Stock  | At Cost plus \$25.00   |
| Community Access Systems Management  | \$100 per month per system   |
| Association Website Development using DCAS                                 | \$1000 Plus Vendor actual charges  |
| Vendor – Association Retains Ownership                                     |  |
| Association Website Product/Hosting using DCAS                             |  |
| Vendor – Association Retains Ownership/Contractual Obligations with Vendor | At Cost per plan selected  |

For services performed that are limited in scope such as, but not limited to, record inspections, attendance at, and/or participation in, court appearances, depositions, legal consultations, or any other non-contracted service outside contractual obligation, the hourly fee will be:

- \$150.00/Hour (Principal/Owner)
- \$65.00/Hour (Manager)
- \$35.00/Hour (Clerical)

For larger scale services performed such as, but not limited to, major projects, capital improvements, insurance claims, or any other non-contracted large scale service outside contractual obligation, the fee will be 5% of the total cost of the project.

\*DCAS does not itemize office supplies for day-to-day operations below 250 pieces. Office supplies such as copies and paper necessary for day-to-day operations is that which is not expected to exceed 250 pieces per month, items in excess of this number will be billed at the rates listed above.

*[Handwritten signature]*