

COMMUNITY MANAGEMENT AGREEMENT

This Community Management Agreement (this "Agreement") is entered into and effective as of this 1st day of December 2024 (the "Effective Date") between THE FOREST AT RIDGEWOOD HOMEOWNERS' ASSOCIATION, INC., a Florida Not For Profit Corporation, ("Association"), whose mailing addressing for the purposes of this Agreement is 2906 Busch Lake Blvd, Tampa, FL 33614 and JEDI MANAGEMENT, LLC, a Florida Limited Liability Company ("Manager"), whose principal office and mailing address for the purposes of this Agreement is 12301 Lake Underhill Road, Suite 213, Orlando, FL 32828, phone (689) 204-2057.

The association was formed and organized for the purpose of maintaining the values of THE FOREST AT RIDGEWOOD HOMEOWNERS' ASSOCIATION, INC., a residential community located in Polk County, Florida (the "Community").

- A. Pursuant to the bylaws and/or declaration of the Association, the members of the Association have delegated the authority to manage the maintenance and administration of the Association to its Board of Directors.

- B. The Board of Directors, on behalf of its members, desires to employ Manager to manage Association at the Board of Director's reasonable discretion. Manager shall also provide 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 By Laws and/or Declaration grants authority to the Association, except as may be otherwise expressly provided herein.

- C. Manager is licensed and qualified to manage Association in compliance with all statutory requirements connected with the business of community association management.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1.01 TERM. The term of this Agreement shall commence on the Effective Date and shall encompass a period of one (1) year (the "Initial Management Period") unless terminated earlier. This Agreement shall automatically renew for one (1) year extensions (the "Renewal Period(s)") unless either party delivers written notice to the non-terminating party of its intent to terminate this Agreement at least sixty (60) days prior to the end of the Initial Management Period or applicable Renewal Period. This term may be terminated by either the Association or the "Manager" at any time with (90) days written notice of intent to terminate with or without cause. The Initial Management Period and the Renewal Period(s) are hereafter known collectively as the "Term."

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.

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 By Laws and 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. The Association and the Board shall provide reasonable cooperation with Management to facilitate the performance of Management under this Agreement.

Manager will provide professional management services in the name of and on behalf of Association, which hereby authorizes Manager to perform the services specifically described below:

- A. Scope of Work. See Exhibit A, attached hereto and incorporated herein.
- B. Management Services. Management will assign one (1) licensed community association manager ("LCAM" or "Association Manager" or "Manager"), at the time of execution of this contract who shall be licensed pursuant to Florida Statutes 468.431 and registered with the Department of Business Regulation in accordance with Chapter 618-55.001, Florida Administrative Code to oversee management of the Community.
 - i. Manager shall perform duties in compliance with Association's documents and in compliance with Florida laws as they may be amended from time to time.
 - ii. LCAM shall perform monthly inspections to monitor the property, supervise contracted employees of Association, and provide an opportunity to meet with property owners of the Community and members of the Board of Directors.
 - iii. LCAM shall attend quarterly meetings of the Association's Board of Directors either in-person or virtually, at the Board of Directors request and one Annual Membership Meetings, including budget meetings and annual meetings. LCAM shall act on those items assigned to Manager by vote of Board of Directors at such meetings.
 - iv. LCAM shall act as Association's liaison in dealing with all persons relating to the operation and management of the Community such as contracted employees, government agencies, attorneys, and real estate brokers.
 - v. LCAM shall assist the Board of Directors in enforcement of Association's recorded documents to include written notification to members in violation and if, directed by the Board of Directors, arrange for legal enforcement of said violations utilizing an attorney of Association's choice.
 - vi. LCAM shall receive and distribute all correspondence addressed to Association, as instructed by the Board of Directors.
 - vii. LCAM and Manager shall coordinate the distribution of meeting minutes, as instructed by Board of Directors.
 - viii. LCAM and Manager shall prepare, print, and distribute general announcements and other information to all members including notice of Board of Directors, Annual Meetings, and Elections as required by state law.
 - ix. LCAM shall obtain three (3) bids on all expenditures over Five Hundred Dollars (\$500.00).
 - x. Manager shall renew Association's corporate charter and, if applicable, shall arrange for licensing and recording provisions as required by law.
 - xi. Manager shall maintain a roster of all property owners complete with mailing address as required by Florida statutes. At direction of the Board of Directors, Manager shall ensure maintenance of current official records of Association including correspondence files, minute books, insurance policies, and contracts. Such records shall be kept at Manager's corporate and regional offices. Manager shall provide a repository, if necessary, for additional Association official records for the period dictated by Florida Statutes. Association is to retain ownership of all records.

- xii. In addition to the supervision of budgeted maintenance employees, Manager shall supervise contracted labor, such as grounds maintenance, pest control, and similar on-going contracted services to ensure contract compliance on behalf of Association. At the direction of the Board of Directors, Manager shall receive maintenance requests from individual members, and when such requests meet approved guidelines, prepare and issue service work orders.
- xiii. Manager will not maintain nor update any third party websites.

1.04 ASSOCIATION'S AUTHORIZED AGENT. Association shall designate one (1) single individual who shall be authorized to direct LCAM and Manager on any matter relating to management of Association. Manager shall not accept directions or instructions regarding management of Association from anyone else unless Association provides Manager such direction or instruction in writing.

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. All items listed in this section will be the responsibility of Avid Property Management.

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. All items listed in this section will be the responsibility of Avid Property Management.

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. All items listed in this section will be the responsibility of Avid Property Management.

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. All items listed in this section will be the responsibility of Avid Property Management and Jedi Management.

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. All items listed in this section will be the responsibility of Avid Property Management.

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.

2.08 CLOSINGS. Manager shall solely be responsible for notifying appropriate closing agents and third-party builders, if applicable, of Manager's affiliation with Association. Manager shall not be held liable for any closings unless properly notified. Association hereby acknowledges that Manager charges each purchaser of a new home an administrative fee in accordance with pricing contained in the Fee Schedule described on Exhibit B, attached hereto, and incorporated herein, upon transfer of title to compensate for administrative expenses. The fee is payable directly to Manager. This charge will be assessed to the purchaser and billed directly to the escrow company; this is not an Association charge. All items listed in this section will be the responsibility of Avid Property Management.

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 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 Five Hundred Dollars (\$500.00) per month, 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.

3.03 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.

3.06 VIOLATIONS. Management shall assist in the administration of violations of the Association's recorded 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.

3.07 BOARD MEETINGS / ANNUAL MEETING. Management shall assist in the administration of board meetings, budget meetings and annual meetings of the Association. Management shall assist in the preparation of notices, ballots, meeting minutes and other meeting related documents. Meetings shall be limited to 60 minutes and shall not commence later than 6:00PM, Monday thru Thursday. Meetings going beyond 7:00PM or on Fridays or Weekends will be billed at the hourly rate referenced in Schedule B. In addition, if there are additional members of Management present for a meeting (board, budget, or annual) for support, the Association will be billed for that additional time as referenced in Schedule B.

3.08 INTERACTION WITH LEGAL COUNSEL. Manager is not authorized to practice law. If Manager deems legal assistance is necessary for any reason, including without limitation, collections, Manager shall obtain such assistance from counsel approved by Association in advance. Any legal action undertaken shall be in Association's name only. All legal fees, costs, and expenses shall be the responsibility of Association and paid from Association funds.

4 ARTICLE IV – PROPERTY MANAGEMENT

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.

4.03 MANAGEMENT PERSONNEL

4.03.1 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.

4.03.2 ONSITE EMPLOYEES. All on-site employees shall be employed 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.

4.03.3 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 compensate all Management employees. It shall be the Association's responsibility to instruct, train, supervise employees while operating and managing 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. Any human resource related matter will be handled by Management and those services will be billed at the hourly rates referred to in Schedule B.

4.04 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 60 days in advance of the fiscal year unless otherwise agreed upon.

4.05 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.

Management shall charge an administrative fee of 7% of any insurance monies recovered when a claim is filed for a casualty/loss to cover its' overhead for facilitating the claim process.

4.06 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 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.

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; ARBITRATION. 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 Polk County, Florida in the Circuit Civil System. In the event of a dispute or breach of contract related to this Agreement, the parties shall enter binding arbitrations as their sole method of resolving disputes between the parties. The dispute will be governed in accordance with the rules set forth by the American Arbitration Association then in effect. The costs and expenses of such arbitration, including without limitation, reasonable attorney’s fees, the Association shall be responsible for all legal fees including the Manager’s fees. If the Manager incurs any legal fees then Association shall reimburse Manager within thirty (30) calendar days including weekend and holidays. Fees incurred by reason of such action and all costs of suit and those incurred in preparation thereof at both the trial and appellate levels, in arbitration or bankruptcy proceedings, and post-judgment collection proceedings. The terms and conditions of this subsection shall survive any termination or expiration of this Agreement. The arbitration decision shall be final and binding on the parties, and judgment may be entered on the arbitration award in any court having jurisdiction.

5.03 WAIVER TO TRIAL BY JURY. THE PARTIES IRRVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY, WHETHER AT LAW OR IN EQUITY.

5.04 ASSIGNMENT. No party to this Agreement shall have the right to assign its rights or obligations hereunder to any other person or entity without the prior written consent of the other party hereto. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their successors and assigns.

5.05 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.

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 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 **JEDI 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.

5.06 SUBCONTRACTOR LIABILITY. Association acknowledges and agrees that Management shall not be held liable or responsible for any and all conduct, services, damages, or claims provided to or brought against the Association by any subcontractor (ex. electrician, plumber, roofer, etc.) hired to perform services, to include any subcontractor hired solely by the Association and not approved of by Management.

6 **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 this Section 6 and Schedule B – 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 4.03 for expenses of on-site personnel), but including financial management, general administration and property management to be paid at the beginning of each month.

6.01 PAYMENT SCHEDULE. Payments for services rendered shall be by the first (1st) day of the month for which Management services are being performed and by the first (1st) day of the month following the rendering of services for all other items paid electronically via ACH. 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 fee of Nine Hundred Forty-Three Dollars with Zero Cents (\$943.00) per month paid in US Dollar currency. This fee will be increased annually according to the approved budget for the upcoming year at a minimum of 3.5% every year for the next three (3) years, but at no time shall the annual increase be greater than 10% of the previous year's fee otherwise approved by the Board of Directors in writing. After the third year then Management and Association can reevaluate the needs of both parties and agree to the next increase. **Total Units 164 single family homes.** There is a one-time start-up fee of Seven Hundred Fifty Dollars with Zero Cents (\$750.00) Operating expense (Exhibit B) will be charged in addition to the monthly rate. The Monthly Management Fee covers all services included in this Agreement and as described in Exhibit B. In the event Manager is required to perform services other than those set forth herein or in Exhibit B, either under emergency circumstances or at the express direction of the Association, Manager shall be paid additional compensation in accordance with the Fee Schedule, as described in Exhibit B.

6.03 HOLIDAYS. Management and employees of Management will not be required to work on any federal holidays, which are as follows: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day. Should the holiday fall on a Saturday, then Management and staff will be off Friday and Saturday, if holiday falls on a Sunday, then Management and staff will be off Sunday and Monday. Should Association desire for Management and staff to work on holidays outlined herein, then Association will be responsible for double the hourly rate of the Management and staff for that particular day.

7 ARTICLE VII – TERMINATION

7.01 TERMINATION WITH CAUSE. The Association or Management may terminate this agreement at any time, with or without cause, upon (60) days written notice to the other party. If agreement is terminated less than sixty (60) days with or without cause, then the remainder of the Agreement term is due within thirty (30) calendar days. Manager or the Association may immediately terminate this Agreement if Association’s acts or omissions constitute willful misconduct, gross negligence, or recklessness. 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. All notices, requests and consents hereunder to any party, shall be deemed to be sufficient if in writing and (i) delivered in person, (ii) delivered via facsimile if a confirmatory mailing in accordance herewith is also contemporaneously made, (iii) sent via electronic means if a confirmatory mailing in accordance herewith is also contemporaneously made; (iv) duly sent by first class, registered or certified mail return receipt requested and postage prepaid or (iv) duly sent by overnight delivery service, addressed to such party at the address set forth below (or at such other addresses as shall be specified by like notice). All such notices and communications shall be deemed to have been given when transmitted in accordance herewith to the foregoing persons at the addresses set forth below, provided, however, that the time period in which a response to any such notice must be given shall commence on the date of receipt thereof, provided, further, that rejection or other refusal to accept or inability to deliver because of changed address for which no notice has been received shall also constitute receipt. Such notices shall be given to the parties hereto at the following addresses:

- I. TO ASSOCIATION:
Name: THE FOREST AT RIDGEWOOD HOMEOWNERS' ASSOCIATION, INC.
2906 BUSCH LAKE BLVD.
TAMPA, FL 33614

- II. TO MANAGER:
Name: JEDI MANAGEMENT, LLC
12301 Lake Underhill Road, Suite 213
Orlando, FL 32828

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 By Laws and/or 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. Association shall not share any confidential or proprietary information belonging to Manager or any of Manager’s affiliated businesses or

partners with any individual, group, or entity (collectively, "Manager's Confidential Information"). For the purposes of this Agreement, Manager's Confidential Information shall consist of (i) proprietary computer programs relating to accounting, operations, marketing, forecasting; (ii) operations manuals of Manager; (iii) the information and processes related to and used by Manager relating to Manager's operation and management of Association; (iv) this Agreement and all contents thereof; and (v) all documents created for Association's operations. All of Manager's Confidential Information shall remain the sole property of Manager and shall be removed by Manager upon termination or expiration of this Agreement. Association may disclose Manager's Confidential Information if required by law or the requirements of any security exchange.

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.

9.04 WAIVER. The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

9.05 SEVERABLE PROVISIONS. Each provision of this Agreement is intended to be severable. If any provision in this Agreement is declared by a court of competent jurisdiction to be illegal, unenforceable, or invalid for any reason whatsoever, such illegality, unenforceability or invalidity will not affect the validity of the remainder of this Agreement or applicable provision. In the event any provision in this Agreement is declared to be illegal, unenforceable, or invalid, the parties agree to substitute another similar provision in order to achieve the parties' intent.

9.06 CONSTRUCTION & CAPTIONS. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement. The captions are intended solely for convenience or reference and will be given no effect in the construction or interpretation of this Agreement.

9.07 FURTHER ASSURANCES. Each party to this Agreement shall perform all acts to make, execute, and deliver written instruments as will from time to time be reasonably required to further evidence and carry out the terms and conditions of this Agreement.

9.08 GOVERNING LAW; VENUE. This Agreement is governed by, interpreted by, controlled by, enforced, and construed in accordance with the laws of the State of Florida, without regard to principles or conflicts of laws. Venue for any dispute between the parties arising in connection with this Agreement shall lie exclusively within the courts located in Orange County, Florida.

9.09 AMENDMENT. This Agreement may be amended and modified only by a written instrument executed by all parties hereto.

9.10 NO PARTNERSHIP. Nothing in this Agreement shall be construed to create a partnership or joint venture between the parties. The parties acknowledge that the relationship of Manager to Association is that of an independent contractor.

9.11 NO EXCLUSIVE REMEDY. No remedy herein conferred upon either party is intended to be exclusive of any other remedy, and each remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

9.12 ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and all other representations, negotiations, and agreements, written and oral, are superseded by this Agreement and are of no force or effect.

9.13 COUNTERPARTS; FACSIMILE SIGNATURES. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Facsimile signatures shall be effective for purposes of this Agreement.

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 30th day of October 2024.

THE FOREST AT RIDGEWOOD HOMEOWNERS' ASSOCIATION, INC., a Florida Not For Profit Corporation ("Association")

Signature: David Walker
David Walker (Nov 1, 2024 18:51 EDT)

Name: David Walker

Title: Vice President BOD

Witness sign: Timothy Najour
Timothy Najour (Nov 3, 2024 15:56 EST)

Print name: Tim najour

Date: 11/03/2024

JEDI MANAGEMENT, LLC, a Florida Limited Liability Company ("Manager")

Signature: Alejandro J Sira

Name: ALEJANDRO SIRA

Title: MANAGING PARTNER

Witness sign: Jose Chaparro
Jose Chaparro (Oct 30, 2024 15:04 EDT)

Print name: JOSE CHAPARRO

Date: 10/30/2024

EXHIBIT A
SCOPE OF WORK

1. MANAGEMENT SERVICES: Assign one licensed Community Association Manager (LCAM), which shall:

- i. Make on-site reviews to monitor the property one (1) time per month.
 - a. Management will perform regular inspections of the Associations common areas and facilities to monitor their condition and maintenance needs
- ii. Supervise contracted employees and meet property owners.
- iii. Attend all Association meetings, including budget meeting and annual meetings.
- iv. Assist in enforcement of documents.
- v. Distribute all correspondence to property owners.
- vi. Coordinate distribution of meeting minutes.
- vii. Distribute general announcements.
- viii. Maintain roster of all property owners.
- ix. Facilitate a contract bidding system for all vendors to negotiate and obtain the lowest prices.
- x. Assist the Association in locating and contracting with Maintenance Providers
- xi. Confirm that maintenance providers are insured
- xii. Perform regular inspections of the physical appearance and condition of the members properties to assess compliance with the Associations Governing Documents.
- xiii. Follow up on complaints of violations or maintenance issues received from Association Members or the Board
- xiv. Issue Violation notices and take other appropriate action necessary to resolve a violation in accordance with the Association documents and instructions of the board.
- xv. Provide assistance in reporting and filing of insurance claims on behalf of the association
- xvi. Interfacing with Attorneys for Collection Matters
- xvii. Assist in RFP process to secure vendors
- xviii. Committee Assistance
- xix. Assist with Board training with legal counsel
- xx. Coordinate and manage Reserve Study

2. ITEMIZED INCLUDED SERVICES:

- i. Alteration Application Forms
- ii. Alteration Approval with Board of Directors
- iii. Association Start-up
- iv. Copies
- v. Correspondence
- vi. Envelopes (regular/ large)
- vii. Faxes
- viii. Gate Access Management
- ix. Mailing Labels (regular/ large)
- x. Meeting Notices

- xi. Monitoring of a Member File Review
- xii. Notary Services
- xiii. Office Supplies
- xiv. Overnight or Special Delivery
- xv. Property Owner's Roster/ Sign in Sheet
- xvi. Professional Service Fee – Management
- xvii. Record Storage
- xviii. Storage Boxes
- xix. Transition Committee Meetings
- xx. Transmitter Remote Order Processing Fee
- xxi. Violation Letter

3. INSURANCE:

- i. Association is responsible to place all insurance.
- ii. Association names Manager as additional insured in same amount as Association.

EXHIBIT B

FEE SCHEDULE

SUPPLEMENTAL COSTS OUTSIDE THE ALL-INCLUSIVE AGREEMENT:

| | |
|--|---------------------------|
| • Statutory Agent Annual Fee | \$125.00 |
| • Coupon Books | \$N/A |
| • Copies/Printing (black & white) | \$0.235 per copy |
| • Copies/Printing (color) | \$0.405 per copy |
| • Scanning / Archiving | \$0.25 per page |
| • Storage of Official Records per 7 boxes annually | \$0.00 annually |
| • Gate Registration/Updates | \$n/a per update |
| • Website Hosting/Maintenance (Includes hosting & maintenance) | \$10.00 per month |
| • Technology Fee (cell phone application fee) | \$15.00 per month |
| • Strongroom Invoice Processing | \$10.00 per month |
| • Notary (notarized and stamped) | \$25.00 per document |
| • Postage | Current Rate plus \$1.059 |
| • Postage Monthly Admin Fee | \$0.00 per month |
| • Material Expense | |
| • Paper | \$0.235 each |
| • Envelopes (regular) | \$0.235 each |
| • Envelopes (oversized) | \$0.455 each |
| • Startup fee | \$750.00 One-time only |

MISCELLANEOUS COSTS

(*BILLED TO HOMEOWNER/RECOVERABLE, FEES SUBJECT TO CHANGE WITH 30 DAY NOTICE)

| | |
|---|---------------------|
| • Extra Services Fee (anything not included in this agreement, per person/hr) | \$250.00 per hour |
| • Estoppel Fee / Transfer Fee | \$250.00 |
| • Processing of sales/rental screening applications | \$150 per applicant |
| • Processing Intent to Lien (demand letter) | \$0.00 |
| • Processing Attorney Demand Letter | \$0.00 |
| • Processing Attorney Warning Letter | \$0.00 |
| • Transferring Account to Attorney (collections) | \$0.00 |
| • Transferring Account to Attorney (violations) | \$0.00 per unit |
| • Returned Check Fee | \$50.00 per check |
| • Processing of Architectural Change Requests | \$0.00 per request |










Jedi Management - Management Agreement_THE FOREST AT RIDGEWOOD HOA_FINAL

Final Audit Report

2024-11-03


| | |
|-----------------|--|
| Created: | 2024-10-30 |
| By: | Alejandro Sira (admin@jedimanagement.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAbpxM5IOkwJiuH4u-83X1Ep38N74-buFR |

"Jedi Management - Management Agreement_THE FOREST AT RIDGEWOOD HOA_FINAL" History

-  Document created by Alejandro Sira (admin@jedimanagement.com)
2024-10-30 - 4:49:29 PM GMT
-  Document emailed to Jose Chaparro (jose@jedimanagement.com) for signature
2024-10-30 - 4:49:36 PM GMT
-  Document emailed to Alejandro Sira (admin@jedimanagement.com) for signature
2024-10-30 - 4:49:36 PM GMT
-  Document emailed to David Walker (dwalker3636@gmail.com) for signature
2024-10-30 - 4:49:36 PM GMT
-  Document emailed to Timothy Najour (najourtm@gmail.com) for signature
2024-10-30 - 4:49:36 PM GMT
-  Email viewed by Alejandro Sira (admin@jedimanagement.com)
2024-10-30 - 4:49:44 PM GMT
-  Document e-signed by Alejandro Sira (admin@jedimanagement.com)
Signature Date: 2024-10-30 - 4:50:55 PM GMT - Time Source: server
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2024-10-30 - 4:57:37 PM GMT
-  Email viewed by Jose Chaparro (jose@jedimanagement.com)
2024-10-30 - 7:02:23 PM GMT

 Document e-signed by Jose Chaparro (jose@jedimanagement.com)

Signature Date: 2024-10-30 - 7:04:11 PM GMT - Time Source: server

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2024-10-31 - 1:38:31 AM GMT

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2024-11-01 - 1:25:38 AM GMT

 Email viewed by David Walker (dwalker3636@gmail.com)

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Signature Date: 2024-11-01 - 10:51:00 PM GMT - Time Source: server

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2024-11-02 - 2:04:58 AM GMT

 Email viewed by Timothy Najour (najourtm@gmail.com)

2024-11-03 - 8:22:14 PM GMT

 Document e-signed by Timothy Najour (najourtm@gmail.com)

Signature Date: 2024-11-03 - 8:56:00 PM GMT - Time Source: server

 Agreement completed.

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