

## ADDENDUM I TO MANAGEMENT AGREEMENT

**THIS ADDENDUM I** (“Addendum”) is made and entered into on August 20, 2024, by and between ABACOA PROPERTY OWNERS’ ASSEMBLY, INC., a Florida not-for-profit corporation (“Association”) and LANG MANAGEMENT COMPANY, INC., a Florida Corporation (“Management”), located at 790 Park of Commerce Blvd., Suite 200, Boca Raton, Florida 33487.

**WHEREAS**, Association and Management originally entered into a Management Agreement which commenced on December 1, 2019, and have subsequently renewed and/or amended such Management Agreement since (collectively the “Agreement”); and

**WHEREAS**, during the 2024 Legislative Session, several laws were enacted amending Florida Statutes requiring for revisions to the existing Agreement; and

**WHEREAS**, Association and Management have agreed to amend the Agreement to ensure continued compliance with Florida law as more particularly set forth;

**NOW, THEREFORE**, in consideration of the premises, and other good and valuable consideration received by each party from the other, the receipt, adequacy, and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and agreement hereinafter set forth, the parties agree as follows:

### 1. TERMS OF ADDENDUM

**1.1 Commencement and Term:** This Addendum shall commence as of the date of July 1, 2024, and shall not affect the existing term of the Agreement.

**1.2** All above statements and recitations are true and correct, and incorporated by reference into this Addendum.

**1.3** The provisions of this Addendum modify existing provisions in the existing Agreement and any subsequently executed addendums. In the event the new provisions create a conflict with other provisions in the Agreement or addendums, the new provisions shall supersede the prior provision. For the purposes of this Addendum, the originally executed Management Agreement and all subsequently entered into addendums, shall constitute and be referred to as the **Agreement**.

**1.4** Except as modified pursuant to this Addendum, all terms and conditions of the Agreement and all the rights and responsibilities of the parties with respect to the Agreement are herein ratified and remain in full force and effect.

**1.5** New Florida law requires board approval for certain provisions in this Addendum. Prior to approval by the Association Board, the Addendum must be attached to the Association Board’s meeting agenda. The Association Board must then approve the Addendum by at least a two-third vote of the Association Board members present. The contents of the new provisions contained in this Addendum shall be entered into the written minutes of the Association Board

meeting. This Addendum shall then be disclosed at the next regular or special meeting of the members.

## **2. NEW FLORIDA LAW REQUIREMENTS**

**2.1 Audit:** Florida law prohibits the Association or Management from waiving the annual financial reporting for consecutive years and shall perform an annual financial reporting at least every other year.

**2.2 Attendance at Board Meetings:** Management or Management's CAM, shall attend at least one Board meeting or Member meeting annually.

**2.3 Authorized Disbursements and Expenditures:** As provided by other provisions in this Addendum and the Agreement, and as required by Florida law, Management shall not make any expenditures, authorized or not, which would violate Florida law, including entering into prohibited Agreements on behalf of the Association. Under no circumstance shall Management use a debit card issued in the name of the association, or billed directly to the association, for the payment of any association expense.

**2.4 Architectural Review and Covenant Enforcement:** Florida law requires an HOA to uniformly apply and enforce the architectural and construction improvement standards against all parcel owners authorized by the HOA governing documents, including the review and approval of plans and specifications for a central air-conditioning, refrigeration, heating, or ventilating system by the HOA, if such system is not visible from the parcel's frontage, an adjacent parcel, an adjacent common area, or a community golf course and is substantially similar to a system that is approved or recommended by the HOA. Florida law prohibits an HOA from enforcing or adopting a covenant, rule, or guideline that limits or places requirements on the interior of a structure that is not visible from the parcel's frontage or an adjacent parcel, an adjacent common area, or community golf course. Florida law requires that when the HOA denies a parcel owner's request or application for the construction of a structure or other improvement on a parcel, the HOA must provide written notice to the parcel owner stating with specificity the rule or covenant on which the HOA relied when denying the request or application. Attendance by Management other than the onsite staff at Architectural Review Board (or similar committee) or violation meetings and hearings are outside the scope of this Agreement and will be performed at a mutually agreeable fee and upon written Addendum to this Agreement.

**2.5 Bids:** If the Board receives and considers a bid that exceeds \$2,500 from an entity meeting the disclosure requirement under *Section 2.6 of this Addendum*, other than for community association management services, or such entities already being disclosed by Management either via the Agreement or on its website at [www.langmgmt.com](http://www.langmgmt.com), Management shall solicit at least two other bids from other third-party providers.

**2.6 Disclosure of Management Affiliates:** Management maintains strong business relationships with affiliated companies to ensure the association receives quality services. In maintaining these relationships, Management and its managers, directors, officers, or other persons having a financial interest in Management, or a relative of such persons, may have a financial interest in, or receive compensation or value from, such affiliated companies of Management. Affiliated companies include Integrated Plant Management, Inc. (IPM) (a pest control company);

Lang Repairs & Maintenance, LLC (a repairs and maintenance company); and Lang Management Lifestyles, Inc. (specializing in club management). Management maintains the list of affiliated companies on its website at [www.langmgmt.com](http://www.langmgmt.com). Management may routinely add and remove affiliated companies from this list. Proposed rates for Lang Repairs & Maintenance's services are attached hereto as Exhibit 1, but are subject to change based on routine market rate adjustment. Proposals for IPM and Lang Management Lifestyles services are association specific and dependent on the scope of services required. Association is not required to use Management's affiliated companies.

**2.7 Disclosure of Service Providers:** Management maintains strong business relationships with service providers to ensure the association receives quality services. As part of the existing Agreement, Management deposits all regular and special assessments for the Association in a lockbox at a financial institution or institutions of Management's choice that fully interfaces with Management's software platform (collectively called "Service Providers"). Accounts are established and maintained in a manner which indicates the custodial nature of such accounts (the "Association's Account"). The Association's Accounts have been established solely in the name of the Association. These Service Providers specialize in HOA/Condo management, banking, and accounting systems. To help insulate the association from the cost of using these service providers, the Service Providers share in Management's ongoing costs incurred from integration, banking, software, support and upgrades, account maintenance, communication systems, and personnel necessary to provide state-of-the-art technology to best serve your Association and owners. Management has partnered with a few such integrated banks (currently Banc of California, Western Alliance Association Bank, and SouthState Bank), as well as software providers (currently Vantaca). Management maintains the list of service providers on its website at [www.langmgmt.com](http://www.langmgmt.com). Management may routinely add and remove service providers from this list.

**2.8 Books and Records:** Management shall ensure the Association maintains all official records for the time period as specified by Florida law and shall ensure all official records and other such documents are provided to Association members within the timeframes specified by Florida law.

**2.9 Association Website:** Management shall assist the Association in creating and maintaining a dedicated website, or portal accessible through the association management software provider, accessible by all owners, for the Association to provide information as required posted by Florida law. This includes, but is not limited to, the name and contact information for each CAM or representative of Management assigned to the Association, the CAM's or representative's hours of availability, a summary of the duties for which the CAM or representative is responsible, and all official records of the Association. Upon changes to the information provided, the Association, with the assistance of Management, shall update the website within 14 business day. Upon the written request of an Association member, Management shall provide the member with a username and password to the portal accessible only to Association members. Management shall provide this service at an agreed rate.

**2.10 Termination:** Any notice of termination of the Agreement to provide community association management services must be sent by certified mail, return receipt requested, or in the manner required under such Agreement. Management may retain, for up to twenty (20) business days, those records necessary to complete an ending financial statement or report. Management

shall return all Association official records within its possession to the Association within twenty (20) business days after the effective termination of this Agreement, or receipt of a written request for return of the official records, whichever occurs first.

**2.11 Confidential Agreement:** This Management Agreement and any addendum thereto, including this Addendum, are a confidential contract between Management and Association. Association agrees not to disclose the contents of this Agreement to any third parties, and shall not distribute any photocopies of this Agreement, in whole or in part, without the express written authorization from Management except to the extent necessary to (a) comply with a court order or other legal obligation, (b) to receive legal, accounting or tax advice from attorneys, accountants or other professionals obligated to maintain client confidences, (c) to enforce the terms of this Agreement and any Addendums upon a breach by either of the Parties or (d) unless an Association Resident make a statutory request for same pursuant to Florida Statute 720.303. The parties agree and understand that a breach of this confidentiality would constitute a breach of this Agreement and would provide Management with any and all legal remedies available by law or in equity, as a result of such breach.

IN WITNESS WHEREOF, Association and Management have caused this Agreement to be executed in their respective corporate names.

Judy Abramson  
Witness:  
Judy Abramson  
Print Name:  
7/22/24  
Date:

LANG MANAGEMENT COMPANY,  
INC.  
[Signature]  
By:  
Kevin M. Carroll, President  
Print Name and Title:  
7/22/24  
Date:

[Signature]  
Witness:  
Jacqueline Carriglio  
Print Name:  
8/20/24  
Date:

ABACOA PROPERTY OWNERS'  
ASSEMBLY, INC.  
[Signature]  
By:  
Travis Chapin, President  
Print Name and Title:  
8/20/24  
Date:

## EXHIBIT 1

### LANG REPAIRS & MAINTENANCE LLC LABOR AND PRICE LIST

General Maintenance/Repairs	\$80.00/hour
Electrical Repairs	\$105.00/hour
Carpenter Services	\$88.00/hour
Painting	\$82.00/hour
Minor Plumbing	\$100.00/hour
Welding-At Shop	\$165.00/hour
Welding Mobile On-Site	\$200.00 per occurrence
Leak Detection (within 48 hours)	\$200.00/hour
Emergency Leak Detection (same day)	\$300.00/hour
Thermal Imaging, Moisturize Readings, Decibel Readings	\$195.00/hour
Lift Mobilization Fee	\$200.00/hour
Lift Operator	\$100.00/hour
Electrical Lift Operator	\$135.00/hour
Electrical Lift Operator-Weekends	\$170.00/hour
Power Washing Rig MOB fee, non-contracted work	\$350.00 per occurrence
Emergency Service & After Hours-Weekdays	\$175.00/hour
Emergency Service & After Hours-Weekends	\$185.00/hour
Emergency Service & After Hours-Electrical	\$200.00/hour
Emergency Service-Holidays	\$275.00/hour
Emergency Service-(Christmas Eve, Christmas, (New Year's Eve, New Year's Day, Easter)	\$350.00/hour
Expedite Non-Electrical "Rush"-General Maintenance	\$95.00/hour
Expedite Electrical "Rush"	\$125.00/hour
Expedite Welding "Rush"	\$150.00/hour
Consulting & Project review	\$125.00/hour
Temp Mailbox Rental	\$20.00/per unit
General Inspection	\$95.00/hour
Small 3" Pump Rental	\$175 per occurrence
Large 3" Pump Rental	\$300 per occurrence

**NOTE 1:** One hour minimum for all services performed

**NOTE 2:** There is a \$15 minimum fee for all materials used.

**NOTE 3** The rates set forth for above services are subject to reasonable rate increases by Lang Repairs & Maintenance LLC. Rates will remain comparable to those for similar services performed by contractors and/or tradesman in Broward, Palm Beach, Martin and St. Lucie counties.