



MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (“Agreement”), made and entered into this **September 20, 2025** by and between **Stoneybrook Landing Homeowners Association, Inc, DBA The Sanctuary at Venice**, a not for profit Florida corporation, hereinafter called **“Association”**, and **HAMILTON ASSOCIATION MANAGEMENT, LLC.**, dba **Pinnacle Community Association Management**, hereinafter called **“Pinnacle”, “Agent”** or **“Managing Agent”**.

RECITALS

WHEREAS Association is an entity created under Chapters 617 and Chapters 720 of Florida Statute, which is responsible for the operation of **The Sanctuary at Venice** neighborhood (“Property”) and has a principal place of business in Sarasota County, Florida; and

WHEREAS Pinnacle provides community association management services to community associations in strategic planning, organizational development, community association management, and financial management and for any other purpose permitted by the same and has a principal place of business at 3307 Clark Road, Suite 201, Sarasota, Florida 34231; and

WHEREAS Association desires to appoint Pinnacle as the Managing Agent of Association to provide strategic planning, organization development, community association management, and financial management to Association; and

WHEREAS Pinnacle desires to accept such appointment as Managing Agent of Association.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable considerations, the parties agree as follows:

- 1. EXCLUSIVE MANAGING AGENT.** Association hereby retains and appoints Pinnacle Community Association Management as its Managing Agent and Pinnacle Community Association Management hereby accepts such retainer and appointment as exclusive Managing Agent for the Association. Such shall be in accordance with the terms and provisions of this Agreement and to otherwise perform the obligations as hereinafter set out.
- 2. TERM.** The term of this Agreement shall commence on **November 1, 2025** and shall automatically renew each calendar year on January 1st for successive one (1) year periods, for like terms and conditions. This Agreement shall be non-cancellable by either party for a period of six (6) months beginning at the effective date stated here-in. A **90 day** written termination notice by either party, with or without cause, terminates this Agreement following the initial six (6) month period. If the Association terminates this agreement and the termination date is not the last day of a month, Agent will be paid for that entire month.

Termination by other acts – This Agreement shall be terminated and except as to liabilities and claims which shall have accrued or arisen prior to such termination, all obligations hereunder shall cease upon the happening of any of the following events:

- a) Bankruptcy or insolvency. If a petition in bankruptcy is filed by either the Association or the Agent, or if either shall make an assignment for the benefit of creditors, either party may terminate this Agreement by serving a ten (10) day written notice by certified mail to the other party.
- b) Condemnation. Upon the taking of the entire or a substantial portion of the Property through lawful condemnation proceedings by any governmental party, either party may terminate this Agreement by serving a thirty (30) day written notice by certified mail to the other party.

Consequence of Termination. Upon termination of this Agreement for any reason, Agent shall promptly deliver to the Association all official records of the Association and all other personal property, funds and bank accounts controlled by Agent for the operation and management of the Property.

Notice: Any notice required or permitted hereunder shall be made in writing and shall be deemed to be delivered, whether actually received or not, when deposited in the United States Mail, Certified Mail, Return Receipt Requested, postage prepaid, addressed to the party to whom directed, at the address of such party set forth below. Either party may change the address for notice hereunder by notice of same to the other party in accordance with the terms hereof.

Association Initials: Initial
BG

Agent Initials: DS
[Signature]



MANAGEMENT AGREEMENT

3. **DEFINITIONS: GOVERNING LAW.** The terms used in this Agreement shall be defined as stated in Chapters 617 and 720, Florida Statutes, or in the Association's Governing Documents. It is the intent of the parties that this Agreement complies in all respects with Florida Statutes.

4. **INSURANCE**
 - a) Agent shall cooperate in investigating and reporting all accidents or claims for damage relating to the members, operation and maintenance of the Property and shall assist the Association's insurance agent in the preparation of claims when required. Investigating, reporting, supervising and following-up on payment on insurance claims for damages covered by the Association's insurance shall be subject to an administrative charge of \$125 per hour. This fee may be negotiable under special circumstances.
 - b) The premium in regard to any increase in the amount of coverage required by the Association shall be paid by the Association and shall be considered as an expense of the operation of the Community.
 - c) The Association shall carry and maintain, at its sole expense, all liability and compensation insurance necessary and adequate to protect the interests of the Association and Agent, which policies shall be written to **name Agent as additional insured**, and to protect Agent in the same manner and to the same extent as the Association is thereby protected.
 - d) Agent shall carry and maintain, at its own expense, errors and omissions insurance, general liability insurance, workers compensation insurance and a fidelity bond on its employees.
 - e) The purpose of the indemnification and insurance provided hereunder is to protect the parties from claims of third parties. Neither the indemnification nor insurance shall preclude either party from proceeding against the other for damages or other appropriate relief in the event of breach of this Agreement.

COMPENSATION

The Association agrees to pay Agent for services rendered pursuant hereto, the sum of **\$670.00** per month in advance, with the first payment due **on the first of each month**. All payments for any amounts due to Agent shall be made by ACH Debit, initiated by Agent, directly from Association's primary operating account. The monthly rate noted above is a 2025 & 2026 calendar year rate. Compensation during each succeeding year renewed under this Agreement thereafter shall be a sum equal to the previous year's monthly amount plus five percent, the amount subject to mutual agreement by both parties and subject to any other jointly agreed changes in compensation. The amount shall be in accordance with the amount in the Association's adopted operating budget.

NOTICES

Any and all notices or communications, other than termination notices, hereunder must be in writing, and shall be personally delivered or sent by email or by Registered or Certified Mail, Return Receipt Requested. If given by Registered or Certified mail, same shall be deemed to have been given and received five (5) days after its mailing, postage prepaid to the addresses listed below. If given by email, same shall be deemed to have been given and received one (1) day after being sent.

If to Pinnacle Community Association Management:
 Pinnacle Community Association Management
 c/o Jason Hamilton, CFO
 3307 Clark Road, Suite 201
 Sarasota, Florida 34231
jason@pinnaclecam.com

If to Association by mail and/or Association by Personal delivery:
Stoneybrook Landing Homeowners Association, Inc, DBA The Sanctuary at Venice
C/O: Bruce Genger, Vice President
Address: 20865 Cattail Boulevard
City/State/Zip: Venice, Florida 34292
Email: bruce@sanctuaryvenice.org

Either Agent or Association may notify the other in writing of a change in the address at which notices are to be provided hereunder. All notices after the date of receipt of such notification shall be to the new address and contact person.

Association Initials: Initial
BG

Agent Initials: DS



MANAGEMENT AGREEMENT

HOLD HARMLESS/INDEMNIFICATION

In discharging its responsibilities under this Agreement, the Association agrees to indemnify and hold harmless Agent for all acts performed on behalf of the Association unless caused, in whole or in part by the gross negligence, negligence, malfeasance or misfeasance of Agent, its employees, or agents. The relationship of the parties of this Agreement shall be that of Principal and Agent, and all duties to be performed by Agent under this Agreement shall be for and on behalf of, in the name of, and for the account of, the Association. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement, except that Agent is authorized to act with such additional authority and power as may be necessary to carry out its duties and obligations under this Agreement.

Any and all disputes, claims and controversies arising from or related to this Agreement shall first be submitted to mediation. If the matter is not resolved through mediation, then it shall be resolved by litigation in the court system. If any relief is sought or action is brought to enforce, declare or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the other party in addition to any other relief that may be available.

The provisions of this Section shall survive the termination of this Agreement, and shall continue in full force and effect subsequent to the termination of this Agreement.

SECURITY

Agent shall not in any way be considered an insurer or guarantor of security within the Property. Neither shall Agent be held liable for any loss or damage by reason of failure to provide adequate security nor ineffectiveness of security measures undertaken. The Board, on behalf of the Association acknowledges that Agent does not represent or warrant that any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices, or other security systems (if any are present) will prevent loss by fire, smoke, burglary, theft, hold-up or otherwise nor that fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices or other security systems will in all cases provide the detection or protection for which the system is designed or intended. The Board, on behalf of the Association acknowledges and understands that Agent is not an insurer and that each member and occupant of any home and each tenant, guest and invitee of any member assumes all risk for loss or damage to persons, to homes and to the contents of homes and further acknowledges that Agent has made no representations or warranties, nor has the Association relied upon any representation 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 other security systems recommended or installed or any security measures undertaken within the Property.

SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement and this Agreement shall be construed as if the invalid, or unenforceable provision had never been contained in it.

APPLICABLE LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement shall be governed by the laws of the State of Florida. Proper venue for any litigation involving this Agreement shall be in Sarasota County, Florida.

AMENDMENTS

This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties to this Agreement with respect to its subject matter, and no other Agreement, statement, or promise relating to the subject matter of this Agreement that is not contained in it shall be valid or binding. This Agreement may be modified only in writing signed by the President or CFO of Pinnacle Community Association Management and by the duly authorized representative of the Association.

THIS SECTION INTENTIONALLY LEFT BLANK

In witness whereof, Association and Agent have caused these presents to be executed in their respective names

Association Initials: Initial
BG

Agent Initials: DS
[Signature]



MANAGEMENT AGREEMENT

in Sarasota County, Florida, the day and year first written above.

Management Agreement: Signed, sealed and delivered in the presence of:

Signed by:

Quint Jackson

4B85C43DCE7B4D8...

Signature of Association Witness:

Quint Jackson

Printed Name Association Witness

**Stoneybrook Landing Homeowners Association, Inc
DBA, The Sanctuary at Venice**

Signed by:

Bruce Genger

CABE2B83F2C14FA...

By:

Bruce Genger, Vice President

9/27/2025

Date:

DocuSigned by:

Emily Riddle

DDE210017ADB4E6...

Signature of Agent Witness

Emily Riddle

Printed Name of Agent Witness:

Pinnacle Community Association Management

Jason Hamilton

81BF466D8546466...

By:

Jason Hamilton, CFO

9/29/2025

Date:

Association Initials: Initial
BG

Agent Initials: DS
JH



MANAGEMENT AGREEMENT

Exhibit "A": Scope of Services

These EXHIBITS are to the Agreement made by and between **Stoneybrook Landing Homeowners Association, Inc, DBA The Sanctuary at Venice**, a not for profit Florida corporation, hereinafter called "**Association**", and **HAMILTON ASSOCIATION MANAGEMENT LLC.**, dba **Pinnacle Community Association Management**, hereinafter called "**Pinnacle**", "**Agent**" or "**Managing Agent**".

RESPONSIBILITIES OF MANAGING AGENT. The role of the Managing Agent is to implement the decisions and the policies established by the Board of Directors of the Association ("Board"). The Board is responsible for the administration of the programs, services, and activities of Association as established in the Governing Documents and as amplified or clarified by resolutions of the Association.

Subject to direction by the Board, Pinnacle Community Association's functions, duties, responsibilities, and authority shall include the following:

Administrative Services

1. Organize meetings of Members, including the preparation of notices, agendas, and other necessary documents. This includes one (1) Annual Membership meeting per calendar year.
2. Organize meetings of Board of Directors and owners, including the preparation of notices, agendas, and other necessary documents. This includes two (2) Board Meeting per year (inclusive of the annual budget meeting). Meeting frequency of greater than two (2) per year, duration of over 1.5 hours or with a start time after 6pm, will result in an additional hourly charge of \$125 per hour or any portion thereof.
3. Guide and assist members of the Board in the performance of their obligations.
4. Guide and assist the Board in the development of policies and procedures.
5. As requested by the Board, assist in the administration of the provisions of the Declarations, Covenants, Articles of Incorporation, the By-Laws, Rules and Regulations and other polices and resolutions of the Association ("Governing Documents").
6. Keep all records of the affairs of the Association and the Board, including but not limited to, the Declaration, Articles of Incorporation, By-Laws, Rules and Regulations, policies, minutes of meetings, copies of contracts, and maintain all such documents in a current status. All such records shall belong to the Association.
7. The community association manager shall abide by all professional standards and record keeping requirements imposed pursuant to Part VIII of Chapter 468, Florida Statutes.
8. Maintain roster of members, officers, and directors and such other registers or schedules as may be required by the Governing Documents. On an annual basis, Pinnacle Community Association Management shall file the necessary renewals with the State of Florida, which shall be at the expense of the Association.
9. ONLY IF REQUIRED or APPCLIBLE, make updates to the United States Financial Crimes Enforcement Network (FinCEN) with all sitting Board Member Beneficial Ownership Information (BOI) through Agent's secure third party BOI reporting provider, to ensure compliance with the Corporate Transparency Act. Cost for individual Board Member updates is noted in Exhibit B. Association agrees to notify Agent in writing of any changes in Board Members within 5 business days of the change, so noted filings can be made within the required 30 day update period for changes.
10. Create and maintain an *Enumerate Engage* community website, using the Enumerate Engage communication and website service. This includes managing owner access, communication and community documents, as approved by the Board. **Details and stipulations for the Enumerate Engage community website service are fully provided in Exhibit "C".**

Association Initials: Initial
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Agent Initials: DS



MANAGEMENT AGREEMENT

11. Attend and respond as necessary to correspondence. Office hours are Monday through Friday from 8:30am until 4:30pm. Phone lines shall be provided and designated to conduct all day-to-day business activities between the hours of 8:30 a.m. to 4:30 p.m. at 941-444-7090 Pinnacle Community Association Management offices shall be closed on all Federal Holidays and as otherwise stated or required.
12. An after-hours emergency telephone number is intended to be used only on evenings, weekends and holidays. Emergencies are restricted to the common areas and are defined as flooding or emergency caused by natural causes (e.g. fire, flood, no exterior lighting, broken utility lines, etc.) Pinnacle Community Association shall respond to all after hour emergencies, as defined herein, as soon as practicable after being notified.
13. Assist in resolving individual Member requests as they pertain to the administration of the Association, the Property and the Governing Documents.
14. Agent shall attempt to secure a minimum of three (3) contract bids / proposals, upon receipt of written request or through the minutes from the Association's Board members. The Board agrees to allow a reasonable time (minimum twenty-one (21) days) from date of request until the desired submission date. No such contract shall be for a term in excess of (1) year without the prior specific approval of the contract by the Board of Directors and will be within the constraints of the budget.
15. It is acknowledged that the Association is run by its Board of Directors and that the Agent is to report to, be in liaison with, and take directives from the Board of Directors as a whole rather than from any individual member of the Board of Directors of the Association. **The Board shall however, choose one of its members as the primary contact and Agent may rely on the direction of said person unless there appears to be a dispute among the Board members or Agent is otherwise uncertain concerning the Board actions.** In the event there is a dispute as to the wishes of the Board of Directors, the Agent is entitled to receive copies of the Minutes of the Board meetings, either regularly held or special meetings as the case may be, or such other proof that the actions to be taken represents the desires of a majority of the Board of Directors pursuant to their powers and responsibilities.
16. Agent understands that the Unlicensed Practice of Law ("UPL") is a Third Degree Felony. Agent agrees not to engage in UPL and will not provide legal advice to the Association. Association and its Board agrees not to solicit legal advice from Agent.

Accounting Services

1. Prepare recommended annual budgets. The budgets shall be based on prior operating expenditures, estimated future expenses, and required capital reserves. Pinnacle shall not be responsible for discrepancies between the budgets and actual expenses, the budgets being an estimate to be used only as a guide. The budgets shall be submitted to the Board for its consideration and adoption.
2. Account for all assessment and other charges due by owners, as/if applicable; maintain checking, savings and other accounts at institutions styled in the name of the Association with Pinnacle and the Board of Directors as signatories on behalf of the Association and maintain comprehensive records thereof; each of such accounts to be separate and apart from all other accounts of Pinnacle and the amounts therein not to be commingled with any other funds controlled by Pinnacle.
3. Make all disbursements from assessments collected for normal recurring expenses as provided in the budget, following Board approval by jointly agreed to procedure.
4. Within twenty (20) days after the end of each month or 3 business days prior to the next regularly scheduled board meeting (whichever is earlier), furnish a monthly financial statement for the prior month which will include all income and expenses for the month and for the year to date and as compared to budget, and will reflect the net cash position of the Association. The monthly financial statements distributed electronically to the Board shall include a balance sheet, income statement, owner delinquent report, and general ledger for the month and copies of the bank statements. In the event the final monthly financial reconciliation is not yet available for any reason, an approximation of current financials shall be provided.

Association Initials: _____

Initial
BG

Agent Initials: _____

DS



MANAGEMENT AGREEMENT

- 5. On an annual basis, prepare such financial information as may be required for the Association to obtain an independent financial report from a CPA. The preparation of such financial information shall include liaising with the CPA and providing any information and documentation needed in order to complete a full and complete financial compilation/review/audit. One (1) hour will be allocated for the collection of information and correspondence time, any hour(s) beyond this will be billed at \$125.00 per hour and approval will be necessary from the Board of Directors. Costs directly in conjunction with the CPA will be charged to the Association.
- 6. On an annual basis, review insurance policy renewals with the Association's insurance agent and present the same to the Board for review and approval.

Physical Management

- 1. Direct and order to be done things which are necessary to maintain the property in accordance with the provisions of the Governing Documents and the operating budget and as approved by the Board.
- 2. Make visits to the community on as requested basis. Inspections mutually agreed to would focus on common areas of the community, compliance & follow up (if necessary), community facilities, service provider review or other areas as requested by the Board. Visits would be done during normal business days and hours, except when responding to emergency calls, which are handled on demand. These visits would be billed at an hourly rate of \$125 per hour.
- 3. Inspect the performance of contractors and advise contractors or the Board of Directors to obtain compliance with contract specifications and schedules.
- 4. Coordinate the work of various Association service providers and meet with them on site to review work and performance, on an as requested basis.
- 5. Notwithstanding anything to the contrary contained in this Article and the limitations herein imposed, on behalf of the Association, Agent may, without prior consent, expense any amount or incur contractual obligations in any amount required to deal with emergency conditions which may involve a danger to life or property, or may threaten the suspension of any necessary service to the Community. The Community Association Manager will also notify the designated Board of Directors contact, of any emergency situations as soon as is practicable.
- 6. Everything done by Agent under the provisions of this Exhibit shall be done as an agent for the Association, and all obligations or expenses incurred hereunder shall be for the account, on behalf, and at the expense of the Association. Any payments to be made by Agent hereunder shall be made out of such sums as are available in the banking or investment accounts of the Association. Agent shall not be obliged to make any advance to or from the account of the Association or to pay any sum, except out of funds held or provided as aforesaid, nor shall Agent be obliged to incur any liability or obligation for the account of the Association without assurance that the necessary funds for the discharge thereof will be provided.
- 7. This Agreement does not create an employer-employee relationship between Association and Agent, but rather an independent contractor-principal relationship. Association and Agent shall each be solely responsible for compliance with applicable tax and/or employment laws as such law impacts each party's respective businesses.

SPECIAL PROJECT / DISASTER RESPONSE FEE:

In the event that Association has to engage contractors for special work which may include, but not be limited to demolition, reconstruction or remedial work, or to address fire, flood, Hurricane, tropical storm, lightning, tornado, and requires onsite visits or inspections by Agent beyond those employees assigned onsite, the time spent by Agent shall be a billable expense of the Association. The fee will be \$125.00 per hour, per person and will have a mutually agreed upon scope of work between Agent and the Association's Board of Directors. The above stated fee shall be in addition to any other fees provided for in this Agreement.

Association Initials: BG

Agent Initials: [Signature]



MANAGEMENT AGREEMENT

Exhibit "B": Office & Routine Service Fee Schedule

<i>Item</i>	<i>Description</i>	<i>Cost</i>
Accounting		
Bank Coupons / Payment Books	Dues payment coupon books issued through the association's bank	Bank Rate
Budget Changes	Changes to annual budget FOLLOWING adoption at Board Meeting	\$ 300.00
Checks (Accounts Payable)	Includes cost of check, MICR ink, envelope & postage; subject to increase during year due to USPS postage increase(s)	\$ 1.52
Dues Collection Letters & Legal Support	Friendly (1st) Reminder Notice - per notice (owner charge)	\$ 10.00
	Notice of Intent to Lien (NOLA) - per notice (owner charge)	\$ 50.00
	Attorney Package Preparation, Legal Services Support - per notice (owner charge)	\$ 100.00
New Association Setup Fee	Setup and entry into management software & Engage owners portal/community website	\$ 750.00
Owner Dues Payments - Pinnacle Office	Standard owner dues payments received at Pinnacle office; Charged to association, but added to owners ledger as charge to owner, due to Association.	\$ 10.00
Returned Check Fee		\$ 40.00
Special Assessment	As ordered & approved by the Board of Directors; Fee is per issued statement run	\$ 300.00
Legal, Audit & Regulatory		
Auditor Assistance	If required by independent CPA for review, compilation or audit, anything over 1.0 hours included by management agreement	\$125.00 per hour
Corporate Transparency Act BOI Filings	Initial filing \$300 for new entities ; Subsequent Board Member updates (per)	\$100 per Board Member
Court Appearance		\$125.00 per hour
Insurance Claim Administration	Claims over \$2500; Fee applies only if Agent serves in any capacity as coordinator of an insurance claim, to be added to claim; If Association manages claim, no fee .	3% of total loss over \$2500
Legal Preparation	Discovery & other prep with legal team	\$125.00 per hour
Notary Services		no charge
Real Estate: Lease / Sale Application, Mortgage, Title or Closing Company		
Background Check	As requested by association, for Lease / Sale Application (paid by Association, offset by application cost paid by prospective lessee or owner)	Cost + \$75.00 per person
Lender Questionnaire	Ordered thru Homewise.com by requestor	\$ 150.00
Estoppels: Standard	Ordered thru Homewise.com by requestor	\$ 299.00
Estoppels: RUSH	standard \$299 + \$119 rush charge	\$ 418.00
Governing Documents	OWNERS: Electronic	no charge
	OWNERS: Hard Copy (black & white only)	\$0.25 per page
	Non-Owners	order thru Homewise.com
Q&A		no charge to owner
Year End Financial	OWNERS: Electronic	no charge
	OWNERS: Hard Copy (black & white only)	\$0.25 per page
	Non-Owners	order thru Homewise.com
Office Expenses		
Certified Mail	Postage & preparation	\$ 10.00
Copies	Black & White (per page)	\$ 0.25
	Color (per page)	\$ 0.55
Envelopes	#6 ballot envelopes	\$ 0.25
	#9 & #10	\$ 0.25
	6"x9" or 9"x12"	\$ 0.75
Fax or Long Distance Calls		no charge
Postage	variable, based on letter/package size & weight	current standard postal or UPS rates
Owners		
Document Fee	Electronic	no charge
	Hard Copy - OWNERS (black & white only)	\$0.25 per page
	Hard Copy - Non-Owners (black & white only)	order thru Homewise.com
Record Storage		
Monthly Storage	per 1.0 cu ft, per month	\$ 4.15
New box onboarding	drop off and database charge, per 1.0 cu ft	\$ 9.07
Permanent Record Removal (final)	per 1.0 cut ft - permanent removal	\$ 13.41
Record Retrieval / Record Refile	per instance (each trip) - trip and labor, per 1.0 cu ft	\$ 9.59

Association Initials: BG

Agent Initials: DS



MANAGEMENT AGREEMENT

Exhibit "C" – Enumerate Engage Community Website

1. Enumerate Engage Owners Portal & Community Website Services Agreement

- A. **Effective:** November 2025. Pinnacle will provide an **Enumerate Engage owners portal and community website** as provided by Enumerate Engage, for owners of Association. The website shall be provided by Enumerate Engage and administered by Pinnacle, pursuant to the following:
- B. **Cost:** \$0, included in the base fee in this Management Agreement.
- C. **Specific date of launch of the website will be dependent upon setup and synchronization by Enumerate Engage and the availability of owner records obtained from the previous management company. Launch will be targeted for approximately 60 days after the start of management services, following the receipt of final financials from the previous management firm (the date noted in #1, above).**
- D. **Setup:** Pinnacle shall provide for the setup of the Enumerate Engage website directly with Enumerate and will work with the Board of Directors on transferring documents on any existing community website.
- E. **Control:** By design and way of Agreement with Enumerate Engage, the community website is owned by Enumerate and shall be administrated by Pinnacle in conjunction with the Association's Board of Directors, while Pinnacle is contracted by the Association. Both Pinnacle and the Association's Board of Directors shall have administrative access to the Enumerate Engage website.

2. **Termination of Management Agreement:** In the event of this Management Agreement's termination, Pinnacle shall inform Enumerate Engage of the same, including the date management services will terminate. As of that date, the Enumerate Engage website access shall be terminated. The Association may seek an Agreement for continuation of service directly with Enumerate Engage or another managing agent of the Association's choosing. Reaching any such Agreement between Enumerate Engage and the Association is the sole responsibility of those entities.

3. **Transfer of Enumerate Engage website:** Following such notification and final day of management services under the Management Agreement, Pinnacle shall no longer have access to the Enumerate Engage website and shall no longer be liable for payment to Enumerate Engage for these services. A transfer fee of \$250 shall be billed to the Association in order to transfer access and administration of the Enumerate Engage website from Pinnacle to the Association, whether such an Agreement is reached directly with Enumerate Engage or thorough another managing agent. In the event an Agreement is not reached for transfer and the website is terminated, there shall be no transfer fee.

THIS SECTION INTENTIONALLY LEFT BLANK

Association Initials: Initial
BG

Agent Initials: DS
[Signature]



MANAGEMENT AGREEMENT

Exhibit “D” – Business Relationships Disclosure

This disclosure highlights the business relationships maintained by the Managing Agent and underscores its commitment to industry-accepted practices regarding synergistic and efficient business relationships, revenue sharing and expense offsetting to uphold competitive management fees.

1. **Alliance Human Capital Management:** Alliance provides human resources support, payroll and timekeeping software and payroll processing services for hourly and salaried employees and their employers. The Managing Agent utilizes Alliance’s AllPay, MyPay and Swipeclock systems to enhance HR functions, streamline payroll and provide accurate payroll billing for its association clients and accurate pay for its employees.
2. **Association Prime powered by SouthState Bank:** Association Prime, powered by SouthState Bank, offers specialized banking and financial services catering to the needs of associations and association management. The management company collaborates with Association Prime to optimize financial management and banking services for its clients.
3. **Centennial Bank (and Home BancShares):** Centennial Bank is a bank that provides a broad range of commercial and related financial services to community associations, catering to their unique needs. Centennial Bank has locations throughout Florida. The Managing Agent collaborates with Centennial Bank and its Association Services division to optimize financial management and banking services for its clients.
4. **Enumerate:** provides comprehensive management software and community website / owner portal solutions tailored for associations and association management companies. The Managing Agent utilizes the Enumerate software to streamline operations, provide accounting management, house community and owner contact information and facilitate community website and owner communication processes.
5. **Google Workspace:** Google Workspace is a suite of cloud-based productivity and collaboration tools offered by Google Cloud and Google Inc. It combines applications like Gmail (email), Google Drive (cloud based file storage) and Google Calendar into one single platform designed to enhance teamwork and streamline business workflows. The Managing Agent uses Google Workspace for email, calendar and electronic file storage.
6. **Homewise Docs:** Homewise Docs provide centralized document management services for community associations and management companies. The Managing Agent utilizes Homewise Docs for resale estoppels, lender questionnaires, and other real estate transaction documents need during closing processes.
7. **Pinnacle Security Access Solutions:** Pinnacle SAS is a full-service provider of security staffing and security consulting solutions for access control of Homeowners and Condominium Associations in and around Sarasota, Florida. Managing Agent principals share common ownership with Pinnacle SAS and Managing Agent may recommend Pinnacle SAS’s service offerings be considered by association clients when requested.
8. **Zoom Video Communications:** Zoom is a communication platform that provides video conferencing, online meetings and webinars with high quality video and audio. The Managing Agent uses Zoom to facilitate client association Board Meetings as allowed by Florida law and when requested by its client Boards of Directors.

Other entities may be periodically disclosed through an amendment to this exhibit or made available on Agent's website. This commitment ensures transparency and adherence to industry standards regarding business relationships maintained by the Managing Agent.

THIS SECTION INTENTIONALLY LEFT BLANK

Association Initials: Initial
BG

Agent Initials: DS



MANAGEMENT AGREEMENT

In witness whereof, Association and Agent have caused the forgoing Exhibits A, B, C & D to be executed in their respective names in Sarasota County, Florida, the day and year first written above.

Exhibits: Signed, sealed and delivered in the presence of:

Signed by:

Signature of Association Witness:


Quint Jackson
Printed Name Association Witness

Stoneybrook Landing Homeowners Association, Inc.
DBA, The Sanctuary at Venice

Signed by:


By: **Bruce Genger, Vice President**

Date: 9/27/2025


DocuSigned by:

Signature of Agent Witness

Emily Riddle
Printed Name of Agent Witness:

Pinnacle Community Association Management

Signed by:

By: **Jason Hamilton, CFO**

Date: 9/29/2025

Association Initials: 

Agent Initials: 

PROXY AUTHORIZATION

I, **Steven S. Pasek**, being a duly elected member of the **Board of Directors of Stoneybrook Landing Homeowners' Association, Inc. DBA The Sanctuary of Venice ("Our Association")**, located in Venice Florida, hereby designate:

Proxyholder's Full Name: Bruce Genger

Proxyholder's Address: 20865 Cattail Blvd, Venice FL 34292

as my proxy to attend and vote on my behalf at the Board of Directors meeting scheduled for:

Date of Meeting: September 25, 2025

Time of Meeting: 6:30 PM

Location of Meeting: The Sanctuary at Venice, Cattail Blvd, Roundabout.

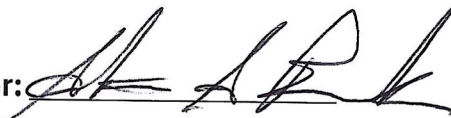
This is a **Limited Proxy**: The proxyholder may vote only as instructed below:

- The Proxy shall vote in favor of the resolution to terminate **Our Association's** contract with **Tropical Isles Management Services** and to authorize the execution and delivery of the necessary notice.
- The Proxy shall vote in favor of the resolution to engage the services of **Pinnacle Community Association Management** to act as **Our Association's** exclusive managing agent and to authorize **Bruce Genger, Vice President of Our Association** to execute the necessary contract to accomplish this.
- The Proxy shall vote in favor of the resolution to comingle **Our Association's** reserve funds with operating funds to simplify and optimize the investments of surplus funds.

This proxy shall remain valid only for the meeting specified above and any lawful adjournments thereof. I understand that this proxy may be revoked at any time prior to the meeting by submitting a written notice to the Association.

Signed this 22nd day of September 2025

Signature of Board Member:



Printed Name: Steven S. Pasek

Address: 20885 Cattail Blvd, Venice FL 34292