# ADDENDUM A To Management Agreement

### MANAGEMENT SERVICES

In the name of and on behalf of Association, Agent shall render services and perform duties as follows:

#### I. MANAGEMENT

- A. Take action as may be necessary to comply promptly with any governmental agency having jurisdiction over the same, unless specifically instructed by Association that it intends to contest such orders or requirements and that Agent shall not comply with the same. Agent shall promptly notify Association of any such orders or requirements upon receipt of the same.
- B. All acts performed, as Agent shall be on behalf of and at the expense to Association. Agent shall not be obligated to incur any liability or obligation on behalf of Association unless the necessary funds for discharge of the same are provided.

#### II. MAINTENANCE

- A. Cause the buildings, appurtenances and grounds of said property to be maintained according to standards acceptable to Association, including cleaning and such maintenance and repair work as may be necessary subject to any limitation imposed by Association in addition to those contained herein.
- B. General maintenance and repair work on requests, which are of routine or preventative nature, for the common areas, common elements and other areas the maintenance responsibility of which is Association's. Agent shall not be responsible for maintaining property that is not owned by Association or Association's responsibility to maintain.
- C. 24 hour/day, 7 days a week, on call emergency maintenance service for which Association would be responsible.
- D. Periodic visits of community and grounds for general upkeep and maintenance.
  - 1. Monthly inspections of any violations of Associations' Bylaws, Declaration of Covenants.
  - 2. Distribute, by U.S. Mail, covenant violation and/or maintenance/repair notices to unit owners resulting from inspections or the Board's requested complaints.
  - 3. Supervision of all on site employees and contractor/vendors for scheduled maintenance and/or repairs to ensure work is promptly and properly completed. Our supervision doesn't imply that we will be on the property.
- E. Receive and handle all resident's request and/or complaints daily at the office. Follow up on all request/complaints until situations are resolved.
- F. Assist the Board in maintaining adequate and proper insurances.
- G. Supervision of all work performed on the location to include:
  - 1. D, 3 above.
  - 2. Obtain bids for review by the Board of Directors for contract work over **FIVE HUNDRED DOLLARS** (\$500.00).
  - 3. Oversee and supervise all outside contractors to ensure the work is promptly and properly completed.
- H. Inform the Board of Directors of new procedures and techniques that could be of benefit to Association.
- I. Inform the Board of Directors of laws, rules and legal precedents that affect Association.
- J. Have a representative at quarterly Board of Directors Meeting, no more than six per year. Agent will provide a management report at the Board of Directors meeting.
- K. Provide secretarial services as follows:

- 1. Provide the typing of the minutes of the meetings of the Board of Directors. Agent will provide the typing of the meeting agendas. Agent will prepare and mail communications/correspondence to homeowners and absentee owners upon request of the Board of Directors. All postage and copies are to be paid by Association.
- 2. Provide typing and main office filing service as needed for Association related matters.
- 3. Provide copy service for all Association business matters. These copies will be provided at the cost as described in Addendum B.
- 4. Secure information as to the proposed purchasers or lessees or residents in accordance with Association documents. All costs associated with credit reports or residence checks will be charged to Association. This requested information will be forwarded to the Board of Directors for final approval. Agent shall not be responsible for changes in ownership that are not provided to Agent by the Association, the prior owner, the new owner, title companies or real estate agents.
- 5. Agent shall not be responsible for collecting any initiation fees or capital contributions on sales or changed in ownership for which Agent is not notified by the Association, the prior owner, the current owner, title companies or real estate agents. A request for estoppel by any party shall not be sufficient cause to warrant the investigation of any change in ownership.

## III. ACCOUNTING AND BOOKKEEPING

- A. Maintain separate accounting for:
  - 1. Each unit's assessments, payments, and late fees.
  - 2. Paid bills and provide signatures on all checks
  - 3. Any separate employees, including the onsite manager hired by Association, including payroll taxes, FICA, and workers' compensation.
- B. Pay in a timely manner:
  - 1. Association registration fees and other fees required by City, County, or State.
  - 2. All bills connected to the regular function of Association after review and verification with Association. All expenditures over **FIVE HUNDRED DOLLARS (\$500.00)** will be approved by the Board of Directors.
  - 3. All employees of Association.
- C. Maintain a file of all original billings, requests for payments and cancelled checks for the annual review.
- D. Handle all maintenance and assessments fees:
  - 1. Collect fees due by mail and deposit into the appropriate checking and savings account.
  - 2. Mail delinquent notices, as necessary, including but not limited to late notice and Intent-to-lien letters.
  - 3. Arrange to have liens placed on delinguent accounts using criteria established by the Board of Directors.
  - 4. Notify Board of Directors of all unit owners who are in arrears.
- E. Give Association a computerized monthly financial statement with copies of all bank statements no later than the 20<sup>th</sup> of each month for the preceding month. The financial statements will be sent via email to Board Members.
- F. Agent shall have sole authority in providing of estoppel information and PUD/condo/Mortgage questionnaires.
- G. At the Board's request prepare a preliminary budget for subsequent years for Board review.
- H. All State and Federal taxes and reports shall be the responsibility of Association at its expense. However, Agent will assist in providing the necessary records to Association CPA.
- I. Any compilation, review or audit required by the Board or State laws shall be prepared at the expense of Association by CPAs and accountants of its selection.
- J. Agent will prepare information for the filing of liens for unpaid assessments on behalf of Association and will provide such to Association's attorney. All legal actions including lien foreclosure will be handled and paid for by Association. Association will select attorney(s).
- K. Agent will attend and handle all necessary forms and notification of the Annual Meeting of Association. All costs involved with the Annual Meeting will be borne by Association.

- L. All property managers working with Association will be currently licensed Community Association Managers (LCAM), or staff personnel working with a licensed CAM.
- M. Special Assessments collected with one (1) payment Annually from each unit owner will be accounted for at no additional charge. Additional special or emergency assessments will be charged to the individual unit owner at a rate of ten percent (10%) of the monthly, special or emergency assessment fee, or can be negotiated with the Board of Directors.