



ASSOCIATION MANAGEMENT AGREEMENT

THIS AGREEMENT effective **June 1, 2022**, by and between **Bella Harbor Condominium Association, Inc.**, a Florida Not-For-Profit Corporation, (hereinafter referred to as the "Association") and **MAY Management Services, Inc.**, (hereinafter referred to as the "Agent").

WITNESSETH

WHEREAS, the Agent has agreed to provide services in the operation and management of a mixed-use property and the common property associated therewith; and

WHEREAS, the Association has the responsibility of the operation and management of Common Property pursuant to its obligations under **Bella Harbor Condominium Association, Inc.**, Covenants, Conditions and Restrictions (hereinafter referred to as the "Declaration"), recorded in the public records of Flagler County, Florida, as amended from time to time.

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

I. APPOINTMENT

The Association hereby appoints the Agent on the terms and conditions hereinafter provided, to be exclusive Agent of the Association, and to assist the Association in the operation and management of land subject to its jurisdiction under the Declaration, and to do and perform the duties and services provided in this Agreement. The Agent accepts this appointment.

II. DEFINITIONS

As used in this Agreement, all words and phrases will have definitions and meanings as set forth in the Declaration.

III. GENERAL AUTHORITY AND DUTIES

It is expressly understood that the Association cannot contract away its obligation to perform certain duties and services in connection with the management and operation of **Bella Harbor Condominium Association, Inc.**, (hereinafter referred to as "Property"). Accordingly, the Agent is only being employed to assist the Association in the performance of its duties and services as are more particularly set forth in the Declaration, Articles and Bylaws (jointly referred to herein as "Documents"). With this common understanding, the parties agree that:

- 3.1 Every act performed by the Agent herein, including, without limitation, contracting with independent contractors, shall be as an Agent for the Association.
- 3.2 The Agent will confer fully and freely with the Board or its designated representatives.
- 3.3 The Agent shall rely on factual information and directions provided by the President of the Association and such other officer or officers of the Association as the Board may designate by written resolution. The Agent shall be protected by the terms of Paragraph XII herein for any liability it sustains as a result of such reliance.



- 3.4 The authority and duties conferred herein upon the Agent are more particularly set forth in the Documents unless additional and further authority or duties have been otherwise vested in the Association by Documents.
- 3.5 The Agent shall hire the personnel required by the Association for discharge of the Agent's duties under this contract in its own name.
- 3.6 Association agrees that it or Agent's successor shall not employ, in any capacity, any employee or former employee of Agent, who has been employed by Agent within the twelve (12) months immediately prior to termination of this Agreement, for a period of eighteen (18) months thereafter.

IV. PERSONNEL

The Agent may hire such personnel in its own name, at the expense of the association and subject to budgetary limitations established by the Board, which personnel the Agent deems necessary for the efficient discharge of the duties as otherwise set forth in this Agreement. The Association shall be required to pay for the pro-rata time of such personnel designated for work related to the Community. The compensation, benefits and expenses of such personnel are to be reimbursed by the Association to the Agent. *See Exhibit C for fees*

V. SPECIFIC DUTIES OF THE AGENT

The Agent shall render services and perform duties as follows:

5.1 ADMINISTRATION

- a). Maintain business-like relations with the Members whose maintenance service requests shall be received and completed or, after reasonable investigation, be reported to the Board with appropriate recommendations. If a complaint requires legal assistance to secure its resolution, the Board will be so informed, and no further action will be taken by the Agent until or unless the Board so authorizes.
- b). Investigate, hire, contract with, supervise and pay from the Association's funds such personnel and independent contractors as the Agent deems necessary to properly maintain and operate the Condominium Property and Common Elements in the manner more fully specified in the Documents. In choosing independent contractors, the Agent will use commercially reasonable efforts to obtain three written qualified proposals, the final approval of which will come from the Board. The Agent will require all independent contractors performing services for the Property to provide the Association with active certificates of insurance for workman's compensation, general liability, and property damage. The Agent shall recommend to the Association qualified professionals to assist the Association and the Agent. The decision to employ and compensate professional expertise will be the responsibility of the Board.
- c). Make contracts for water, electricity, gas, fuel oil, and other necessary services to the Condominium Property and Common Property and Common Elements or such of them as the Association shall deem advisable which shall be subject to Board approval and shall be at the expense of the Association.



- d). Place orders for such equipment, tools, appliances, materials, and supplies as are necessary to properly maintain and repair the Property at the expense of the Association. All such contracts and orders shall be made in the name of the Association.
- e). Cause to be placed and kept in force all forms and insurance of the type and in the amount requested by the Association or, as required by law or as required under the Documents, at the expense of the Association. All of the various types of insurance coverage required will be placed with such companies, in such amounts and with such beneficial interest appearing therein, as shall be requested by the Association. The Agent shall furnish to the Board copies of all such insurance policies and report to the insurance company all reported accidents or damages related to the management operation and maintenance including any damage or destruction to the Property. In the event Agent, after using commercially reasonable efforts, is unable to procure such insurance coverage, Agent shall notify the Association, and be relieved from this obligation.
- f). Maintain records in regard to the Agent's duties hereunder in a manner which is approved by the Board. Such records shall be kept in the office or a storage facility of the Agent and shall be available for inspection by any Member during normal business hours by prior appointment. Storage of records shall be at the expense of the Association.
- g). Maintain copies of the following documents, which constitutes the official records of the Association, and shall open the records for inspection by any Member or authorized representative of such Member, at all reasonable times who shall have the right to make copies as may be required subject to the applicable charges.
 - (i) A photocopy of the recorded Declaration of the Association and all amendments thereto;
 - (ii) A copy of the recorded Bylaws of the Association and all amendments thereto;
 - (iii) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
 - (iv) A copy of the current rules and regulations of the Association;
 - (v) A book or books containing the minutes of all meetings of the Association, of the Board and of Members, which minutes shall be retained indefinitely;
 - (vi) A current roster of all members, their mailing addresses, unit identification, voting certificates, and if known, telephone numbers;
 - (vii) All current insurance policies for the Property;
 - (viii) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Members have an obligation or responsibility;
 - (ix) Bills of sale or transfer for all property owned by the Association.



- (x) Accounting records for the Association. All accounting records shall be maintained indefinitely. The accounting records shall include, but are not limited to;
 - (aa) Accurate, itemized, and detailed records of all receipts and expenditures.
 - (bb) A current account and a monthly, bi-monthly, or quarterly statement of the account for each Unit designating the name of the Members owning the unit, the due date and amount of each assessment, the amount paid and the balance due.
 - (cc) All audits, reviews, accounting, and financial reports of the Association.
 - (dd) All contracts for work to be performed. Bids for work to be performed shall also be maintained for a period of not less than one (1) year.
- (xi) Voting proxies, which shall be maintained for a period of not less than one (1) year from the date of the meeting for which the proxy was given.
- (xii) Maintain the Community Web Portal for; association documents, calendar of events and email communications.

Should Association choose to retain records beyond statutory requirements, Association shall reimburse such storage charges to Agent. Association shall reimburse Agent for costs to retrieve inactive records from storage should Association or Association members request to review inactive records.

- h) Maintain offices together with a telephone so that Members or occupants of the Units may contact the Agent or its employees on a twenty-four-hour basis.

Emergency on-call service to respond to, included yet not limited to, Water Intrusion, Utility Failure, Elevator Failure, and Damage to Common Area Property, Unit Emergency Access as required, and Fire. See "Exhibit C" for non-emergency response fees.

Non-emergency calls are considered outside of normal business hours. **(Business hours are Monday through Thursday from 9:00 to 5:00 pm, Friday 8:30am to 4:00pm, except National and State Holidays: included yet may not be limited to from year to year, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving and Christmas Day.)**

Agent will respond to all non-emergency calls from owners or their agents during the next normal business day.



The addresses and telephone numbers of the Agent are:

MAY Management Services, Inc. 5455 A1A South St. Augustine, FL 32080 (904) 461-9708	MAY Management Services, Inc. 240 Canal Blvd., Ste 2 Ponte Vedra Beach, FL 32082 (904) 273-9832	MAY Management Services, Inc. 475 West Town Place, Ste 112 St. Augustine, FL 32092 (904) 940-1002
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MAY Management Services, Inc. 1 Hammock Beach Pkwy, Ste 102 Palm Coast, FL 32137 (386) 446-0085

- i) Attend 5 meetings, included 1 annual meeting of the Association, not to exceed 5 meetings in total. Meetings are to be held during normal business hours. If Agent provides secretarial services for meetings after normal business hours, the cost will be billed back to the Association. *See Exhibit C for fees*
- j) Cooperate with the Board in preparation of the Association's annual meeting; prepare and transmit such notices, proxies and other materials at the Association's expense as may be requested.

5.2 FISCAL

- a). Submit to the Board, with Board or its Finance Committee assistance, a proposed budget for the operation of the Property for the ensuing fiscal year, at least sixty (60) days before the beginning of each new fiscal year of the Association. Such budget shall include such financial information or other information as the Board requests and is reasonably necessary for the Board to review and finalize the schedule of assessments proposed for the new fiscal year and for expenditures hereunder. The Board shall furnish the Agent with the preliminary budget as approved by the Board at least forty-five (45) days before the commencement of the fiscal year. The Agent, at the expense of the Association, shall transmit copies thereof to each Member. The budget shall constitute a major control under which the Agent shall operate, and there shall be no substantial variances there from, except such as may be sanctioned in writing by the Board. Any failure to meet the foregoing time frame shall be deemed a default if the Board responds as required but the Agent does not and may constitute a defect in the budget finally passed.
- b). Agent shall advise individual members of Association's authority and send final notice letter, should member's account become delinquent, to protect Association's financial interest.
 - (i) A charge will be assessed to the member's account for such notice to offset Agent's expenses to process notice. *Reference Exhibit C for fees*
 - (ii) A charge will be assessed to a member's account upon receipt of a check, which has been returned from Association's bank due to non-sufficient funds to offset Agent's expenses to process the check. *Reference Exhibit C for fees*

Initial



- (iii) As directed by Association, Agent will forward necessary documentation to an attorney of the Association's choice for legal collection and/or foreclosure action. Agent will act as liaison between the attorney and Association. As Registered Agent, Agent will accept service of summons and complaints on behalf of Association and forward same to the attorney of the Association's choice for response within the time frame required by law to ensure that the Association's interest in the lawsuit is protected. *Reference Exhibit C for fees*
- c). From the funds collected and deposited, cause to be disbursed regularly and punctually without prior notice to Association:
 - (i) Fire and other property insurance premiums, electrical, water, sewer, trash, and similar charges; and the amount specified by the Association for allocation to reserves, if any;
 - (ii) Compensation to on-site labor as more particularly defined in Article IV, above is defined in Exhibit C plus such other employee benefits as the Board may approve.
 - (iii) The Agent's reimbursable expenses, which, in addition to those items specifically disclosed herein, shall be itemized by the Agent, and approved by the Board or a designated director. *Reference Exhibit C*
 - (iv) Other sums otherwise due and payable by the Association as operating expenses authorized to be incurred under the terms of the Agreement.
- d). The Agent shall furnish to the Board, no later than the first workday after the 25th day of each month, the following records and information regarding the Association:
 - (i) Balance Sheet;
 - (ii) Statement of Revenue and Expenses, showing monthly and year-to-date expenditures as compared to current month and year-to-date budgets, or a photocopy thereof;
 - (iii) A list of Aged Accounts Receivable and action being taken to collect;
 - (iv) Supporting schedules as provided in the software system for those statements provided in (i) and (ii) above. A fee will be charged for manually generated reports. *Reference Exhibit C for fees*
- e). The Agent shall maintain a complete set of formal books to include a balance sheet, income statement, and all ledgers. These records will be available at the office of the Agent for inspection by the Association or its Members upon request.
- f). The Agent shall, on behalf of the Association prepare, file, and cause to be paid, all forms, reports and licenses required by law. At the direction of the Board, the Agent shall contract for the preparation of all required tax returns at the expense of the Association. At the expense of the Agent, the annual balance sheet and revenue and



expense statement shall be prepared without audit for the Association. These financial reports will then be delivered to the Members within sixty (60) days following the end of the fiscal year. The expense incurred for the distribution of this financial report to the Members will be borne by the Association. The Association, at its option and its expense, shall have the right to an independent audit or review.

- g). Any payments to be made by the Agent under this agreement shall be made from the accounts of the Association or as may be provided by the Association. The Agent shall not be obliged to make any advance to or for the accounts of the Association, or to pay any sum, except out of funds held or provided as aforesaid, nor shall the Agent be obliged to incur any liability or obligation for the accounts of the Association. The Association shall maintain an adequate balance in its operating account to cover current operating expenses.
- h). Establish and maintain bank accounts as Agent of the Association, which accounts shall be in one or more financial institutions as directed by the Board from time to time and reflect the custodial nature thereof. Two accounts, one operating and one reserve, will be established with a bank of the agents choosing. Said operating account shall be for the deposit of all monies received by the Agent on behalf of the Association. Such funds shall not be commingled with the funds of the Agent or any other account not under sole control of the Association.
 - (i) The Association specifically directs the Agent to draw funds on said accounts to discharge any liabilities or obligations, incurred pursuant to this Agreement, and for the payment of the Agent's compensation or reimbursements, all of which payments shall be subject to the limitations set forth in this Agreement.
 - (ii) The Agent will place all monies in excess of current needs in interest bearing accounts or in long term obligations such as certificates of deposit as approved by the Board.
 - (iii) The Agent shall provide the Association with a certificate of Agent's fidelity bond coverage.
- i) Upon notification by a closing agent of a pending sale, Agent will:
 - (i) Review Association governing documents as regards to required approvals and/or transfer fees. Should review of property transfers be required by Association's governing documents, Agent will provide the appropriate information to the closing agent for completion. Upon receipt of required approvals, Agent will review the property account status and prepare a certificate stating the total amount of maintenance fees, special assessments, late fees, transfer fees, etc., due to be collected at closing of title. After closing is held, Agent will collect, and deposit funds received from closing agent and update Association's files and financial records with new owner information.
 - (ii) Agent shall receive a fee for closings to offset expenses of processing the required information; said fees to be charged to the homeowner's account. Agent shall not be held liable for closings which occur of which Agent has not been properly notified. *Reference Exhibit C for fees*

Initial _____



5.3 OPERATIONS

- a) The Agent shall require all of the Agent's on-site personnel to prominently display sufficient identification of their employment, while engaged in such employment, on or about the Property.
- b) The Agent shall cause the Condominium Property, Common Property, and Common Elements which are to be maintained by the Association under the Declaration, Articles or Bylaws, to be maintained according to the standards acceptable by the Association, subject to limitations imposed by the budget, the Declaration, Articles or Bylaws, the Association and those contained in this Agreement. The Agent shall inspect the Property at least monthly to ensure that all maintenance is being performed in a timely manner and to identify covenant violations.
- c) For any one item of repair or replacement, the expense shall not exceed the budgeted amount, unless specifically authorized in writing by the Board. However, if such repairs manifest danger to life and the property, or for the safety of the Members or occupants of the Units, or are required to avoid the suspension of any necessary service to the Property, emergency repairs may be made by the Agent, irrespective of the cost limitation imposed by this Paragraph. Notwithstanding this authority as to emergency repairs, it is understood and agreed that the Agent will, if reasonably possible, confer with the designated person of the Association regarding such expenditure.
- d) Take such action as may be necessary to cause compliance with any and all orders or requirements affecting the Property placed thereon by any federal, state, county, municipal, or other governmental or regulatory authority having jurisdiction there over, and the orders of the Board of Fire Underwriters or other similar bodies, subject to the limitation of the budget or direction of the Board. The Agent shall notify the Association within two (2) working days of all such notices and orders.
- e) It shall be the duty of the Agent at all times during the term of this Agreement to operate and maintain the Property according to standards consistent with the overall plan of the Association. The Agent shall see that all Members are informed with respect to such rules, regulations, and notices, as may be promulgated from time to time by the Board of the Association.

VI. TERM - RENEWAL/CANCELLATION

- a) The initial term of this Agreement shall be from the date hereof through the 3rd anniversary hereof, May 2024.
- b) If the Agent shall default in the performance of any duty for which it is responsible under this Agreement, the Board of Directors shall notify the Agent in writing by Certified Mail, Return Receipt, of the specific default. The Agent shall have fifteen (15) days from receipt of such notice to substantially correct or cure such default. In the event that the default is not cured to the reasonable satisfaction of the Association, the Association shall declare this Agreement to be null and void of no further force and effect. If the Association shall default in the performance of any duty for which it is responsible under this Agreement, the Agent shall notify the Association in writing by Certified Mail, Return Receipt, of the specific default. In



the event that the default is not cured to the reasonable satisfaction of the Agent within fifteen (15) days of the Association's receipt of said notice, the Agent may declare this Agreement to be null and void of no further force and effect as hereby stated above. Notwithstanding any provision herein to the contrary, either party may terminate the contract without cause with a ninety (90) day written notice.

- c) In the event a petition in bankruptcy is filed by or against the Agent, or the Agent shall make an assignment for the benefit of creditors to take advantage of any insolvency act, this Agreement shall be automatically terminated as of the date of such event.
- d) This Agreement will be automatically renewed for a one (1) year period unless either party provides the other party, sixty (60) days prior to expiration of the term, with written notice advising such party that the Agreement will not be renewed.
- e) This Agreement may be terminated for cause immediately upon the written notice delivered to Agent. Also, this Agreement may be enforced or terminated pursuant to Florida Statute 718.302.
- f) In the event that this Agreement is terminated pursuant to any of the provisions of this Article, then the Association shall pay all outstanding charges or expenses incurred by the Agent under the terms of this Agreement, which are to be paid or reimbursed by the Association, including a \$1,000.00 administrative fee for transition to the new Agent payable at the time of termination notice. The Agent shall pay over any funds of the Association, which are in excess of said outstanding charges or expenses, to the Association within ten (10) working days after termination of the Agreement. Within twenty (20) working days after termination, Agent shall supply a final statement of account in the nature of the monthly accounting required of the Agent as heretofore set forth in this Agreement.

VII. DUTIES SEVERABLE

Each duty of the Agent or authority delegated to the Agent is severable and separate from any and every other duty or authority and the unenforceability or illegality of any duty or authority shall not affect any other duty or authority of Agent or the validity of this Agreement.

VIII. LIABILITIES FOR INJURY OR DAMAGE

The Agent shall not be liable to the Association for any loss or damage not caused by the Agent's willful misconduct or failure to comply with its obligation hereunder.

IX. RETAIL & RESIDENTIAL DWELLING UNIT MAINTENANCE

This Agreement does not contemplate, nor is the Agent responsible for or required to perform the upkeep and repair of the interior or exterior of the individual Units nor maintenance, repair, or replacement of a member's fixtures or appliances.



X. INTERFERENCE

The Association shall not interfere, nor permit, allow, or cause any of its officers, directors, or Members to interfere with the Agent in the performance of its duties or the exercise of any of its powers hereunder; except as otherwise provided herein.

XI. AGENT'S COMPENSATION

- 11.1 The Association shall pay to Agent for the specific management services performed under this Agreement, a **\$1,500.00 startup fee**, due upon the effective date of this Agreement, and **\$1,300.00 per month for year 2022**, plus all costs and expenses relating thereto. *Reference Exhibit C for fees. Monthly fee will increase 4% in May 2023 and 4% in May 2024.* The Agent's compensation shall be paid to the Agent within five (5) business days after the 1st day of each month.
- 11.2 The Agent's compensation for automatically renewed years shall increase up to 5% on the anniversary date of this Agreement.
- 11.3 All reimbursable expenses to Agent set forth in this Agreement shall be paid to the Agent on the same day of each month as the fee for services is due. Costs that will need to be reimbursed by the Association to the Agent include photocopy fees, recording fees, mileage reimbursement, and all other reasonable fees associated with Agent's duties. *Reference Exhibit C for fees*
- 11.4 The Association understands and agrees that this Agreement imposes on it the firm and irrevocable obligation to pay all fees and reimbursable costs and otherwise perform the other provisions hereof for the full term of this Agreement subject, however, to the cancellation provisions of Article VI hereof and the budget limitations, except in the case of emergency. Agent has no duty, liability, or obligation to fund or otherwise pay any expenses of the Association from its funds.
- 11.5 The Association also agrees that the Agent shall be reimbursed for all costs reasonably incurred and associated with the extraordinary collection of delinquent maintenance fees and assessments. Specifically, those charges which may be prompted by use of collection agencies, the judicial system for enforcement and collection of outstanding fees and assessments, whether uncollected by the Association or its management predecessor or those which may occur in the future. However, prior to the use of an attorney or any judicial enforcement proceeding, the Agent will secure the express approval of the Board.
- 11.6 Agent shall not be responsible for any rental program nor shall supply any information to assist a rental program.
- 11.7 Collection of Special Assessments or Extraordinary Collections of Delinquent Annual Maintenance Assessments. The Association shall pay to Agent a supplemental management fee for collection efforts with respect to special assessments or any extraordinary collection efforts with respect to delinquent annual and special assessments for any unit(s), whether or not actually collected by the Association, plus all costs and expenses relating to such collection efforts, including, without limitation, court costs and attorney's fees, if applicable. *Reference Exhibit C for fees*



- 11.8 Additional Services. The specific duties to be performed by Agent for the compensation stated above are set forth in Section V of this Agreement. In the event that the Association should desire any additional services *Reference Exhibit C for fees* and Agent agrees to perform such services, the terms and fees for which Agent would provide such services are subject to agreement between the parties.
- 11.9 Costs and Expenses. All costs and expenses to be paid by the Association hereunder shall be paid to Agent in advance or as they become due, or shall be reimbursed to Agent, in Agent's discretion, provided, however, that Agent shall have no obligation to advance funds to the Association for any purpose whatsoever.
- 11.10 Card Access Service. The Association shall pay the Agent a fee for each application process into the Card Access System/Bar Code System. The Agent reserves the right to adjust the fee if necessary. The terms and fees for which Agent would provide such services are detailed in *Exhibit C*.

XII. INDEMNIFICATION AND INSURANCE OBLIGATIONS

The Association hereby agrees to indemnify the Agent and save the Agent harmless from and against any and all actions, claims, demands, liabilities, losses, damages or expenses of any nature, including attorney's fees through all appeals, if any, which the Agent may incur by reason of services rendered or duties performed by such party pursuant to the terms and conditions of this Agreement, excluding willful misconduct, negligence, inaction or any actions in violation of law. The Association further agrees that the Agent shall be named as an additional insured on all general commercial liability policies that the Association shall maintain.

XIII. ENFORCEMENT

- 13.1 Should it become necessary for either the Agent or the Association to enforce this Agreement due to default of the other, all costs and attorney's fees prior to trial and through all appeals, if any, incurred by the prevailing party, shall be paid by the defaulting party.
- 13.2 The Agent shall have any and all other rights and remedies in connection with the enforcement and collection hereof, as provided by law. In addition to the other provisions for the enforcement and payment of the fees and other charges herein covenanted to be paid by the Association.
- 13.3 This agreement shall be construed in accordance with the laws of the State of Florida in force and effect at the time of the execution hereof.
- 13.4 The exercise of one or more of the rights or remedies provided herein shall not be constructed as a waiver of any other.

XIV. ASSIGNMENT

This Agreement is personal in nature to the parties expressly herein and cannot be assigned by either party without the express, prior written consent of the other party. Any attempted assignment without such consent shall be null and void and constitute material breach hereof.



XV. CONTRACT LANGUAGE

The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party on account of draftsmanship.

XVI. COMPLIANCE

Agent covenants and agrees to obtain and maintain during the term of this Agreement all necessary and required licenses to maintain full compliance with the laws of the State of Florida.

XVII. NON-CONTRACTED SERVICES

Any additional services provided the Association by Agent, which are not a part of Section V - Specific Duties of Agent, shall be billed separately to the Association. Agent shall maintain time allocations on any such services, which shall be presented to the Association's Board of Directors for review upon request. *Reference Exhibit C for fees*

IN WITNESS WHEREOF, the parties have caused this Management Agreement to be signed in their names on the day and year written below.

4/8/2022
Date

Witness

Apr 13, 2022
Date

Gail Harris
Witness

Bella Harbor Condominium Association, Inc.

By: David Valinski
(Signature Required)

DAVID R. VALINSKI
(Please Print Full Name)

Its: President

MAY Management Services, Inc.

By: Catherine Marks
Catherine Marks (Apr 13, 2022 10:38 EDT)
(Signature Required)

Catherine Marks
(Please Print Full Name)

Its: President



EXHIBIT A

Summary of MAY Management Services, Inc responsibilities which are included in the basic fee

MMS will be available for management services, supervision, obligations, and responsibilities as follows:

Oversee all normal daily operations of the Association including:

○ **Financial management:**

- Develops a recommended annual operating budget in concert with the Treasurer and Finance Committee for review and approval by the Board of Directors.
- Notifies owners of assessments and collects funds in a timely manner.
- Informs the Board of delinquent accounts and initiates actions to collect according to the Delinquency Action Table in VMS.
- Maintains complete and current Owner records.
- Deposit all Cash or Income on behalf of the Association in the Association's account
- Pays Association bills after appropriate review and approval – co-signing checks with the designated Board officer to insure adequate internal controls are exercised to prevent fraud.
- Prepares monthly financial reports including balance sheets, income and expense statements, operating fund and reserve fund balances, general ledger and other supporting statements and sub-ledgers available in our software application. Manually generated reports available for a fee of \$75.00 per hour.
- The Community Manager prepares a monthly variance report comparing actual to the budget and alerting the Board to unfavorable trends requiring corrective action.
- Managing the checking accounts and recommends investment vehicles for reserve accounts.
- Recommends outside firms to the Board to conduct reserve studies to ensure adequate planning of reserve funds for future capital repairs.
- Recommends CPAs for the annual audit and tax preparation.
- Maintains accurate records of the Association's finances making certain GAAP guidelines are followed.
- Provides information to Title companies for closings. Fee charged to Owner.

○ **Common property maintenance:**

- Identifies vendors, obtains bids, and makes recommendations to the Board of Directors.
- Supervises the vendors and suppliers to achieve the standards set by the Association.
- Inspects the property monthly to identify areas of improvement. Makes recommendations to the Board as appropriate.
- Supplies MMS maintenance personnel for on-site work as required (*Additional fee*)

○ **Compliance:**

- Develops for Board approval standards and guidelines for inspections.
- Conducts monthly inspections to identify violations.
- Issues letters to owners to achieve corrective action.
- Follows up to ensure corrective action has been taken.
- If violation not corrected, schedules Hearing Committee meetings at the direction of the Board of Directors and records outcome.
- Issues fines as authorized and maintains the Owner's payment schedule.
- Arranges for Legal action as required – *additional fee required ref; Exhibit C.*



- **Board of Directors meeting administration:**
 - Prepares agendas-distributes Board packages including agenda, minutes, committee reports and current financial statements and various software reports.
 - Attends 4 board meetings and take minutes – additional fee for secretary after regular business hours. *Reference Exhibit C for fees*
 - Informs President and Board of current FL statute requirements and Director’s fiduciary responsibilities.
 - Makes suggestions to the President to improve the effectiveness of Board meetings and operations - recommends Client Workshops, which are conducted at no cost to the Association.
 - Recommends committee structure and offers suggestions for conducting efficient meetings.
- **Annual Owner meeting administration:**
 - Prepares and mails notices, agendas, proxy forms, list of candidates, voting ballots and other required materials.
 - Arranges for a meeting venue and required materials.
 - Counts proxies to determine if a quorum exists.
 - Collects and count ballots.
 - Takes minutes.
 - Assists the President as required.
- **Owner relations:**
 - Maintain regular business hours Monday through Thursday from 9:00 am to 5:00 pm, Friday 8:30 am to 4:00 pm, except National and State Holidays.
 - Makes available 24-hour emergency on-call service to respond to, included yet not limited to, Water Intrusion, Utility Failure, Elevator Failure, and Damage to Common Area Property, Unit Emergency Access as required, and Fire.
 - Available to Owners to help resolve problems.
 - Assists with Owner communications – mailings, newsletter. *Reference Exhibit C for fees*
 - Maintains a web site for the Association with password protected access for owners to view their personal accounts. *Reference Exhibit C for fees*
 - Provides information to Title companies for closings. *(Fee to Owner)*



EXHIBIT B
Association Responsibilities

The ASSOCIATION shall make available to Agent for the performance of the duties of this Agreement.

- Original or certified photocopy of the following recorded documents
 - Articles of Incorporation
 - Declaration
 - Bylaws
 - Rules and Regulations
 - Building plans and specifications from origination or to present for any additional modification or reconstruction of the property deeded the ASSOCIATION.
- All ASSOCIATION records, including yet not limited to,
 - Corporate Minute Book
 - Prior Year Annual Membership Meeting Packet and Approved Budget
 - Financial Records
 - Inventory ASSOCIATION funds and control thereof
 - Insurance Policies
 - All Permits, Licenses, and Certificate of Occupancy as applicable
 - Warranties In Effect
 - Owner Roster (name, address, phone, and e-mail)
 - Inventory of Tangible Association Property
 - Keys for All Association Common Area and Access to Unit Owners Emergency Keys
 - Copies of all Leases, Agreements, Contracts, in which the Association is a current party of or has obligation or responsibility.
- Provide storage space on-site or off-site for Association Records at the Association expense
- Providing MMS with any other documents that are pertinent to maintain the daily operations and providing management services contained within this agreement.
- Designate a liaison from the Board of Directors for daily communication needs with the CAM manager.



EXHIBIT C
Schedule of Fees

This exhibit lists fees and costs not part of the Basic Contract fee of \$1,300.00 per month and for activities not considered normal operations. For year 2023 a 4% increase and for year 2024 a 4% increase will be automatically included. For auto renewed contract years the fees may change. *(These should be estimated and included in the Budget separate from the Management Fee expense line.)*

- Attending meetings in excess of the 5 contracted - \$60.00 per hour for CAM, \$50.00 for staff if meeting held after regular business hours.
- Any meeting that lasts over 90 minutes, \$60.00 per hour for CAM, \$50.00 for staff.
- Architectural Review Services (if not included in Basic Contract) \$65.00 per hour
- MMS maintenance technicians – 2022 regular hourly rate \$29.00-\$35.00 overtime \$40.60-\$50.00 plus annual reemployment tax pro-rata, plus 40¢ per mile.
 - Note: Rates may change for subsequent years.
- Maintenance supplies for Association – as invoiced by supplier plus \$3.00 per order
- Document distribution:
 - US postage – amount used plus \$0.30 per stamp to cover cost of letterhead, envelope, and postage equipment
 - FedEx, UPS – as charged plus \$3 per item
 - Copying: B&W 20¢ per page and color 60¢ per page
 - Statements \$1.00 each
 - Special Processed Checks – \$30.00 each
 - Scanning: 15¢ per page
 - Faxes: Outgoing \$0.30/page, incoming \$0.30 per page
 - Online checks by Strongroom Solutions – \$5.00 per bank account; \$1.00/postal invoice; \$0.80/e-invoice and \$1.00/check.
 - Notary Charges per Association document as required - \$10.00/each

The following activities are billed at \$60.00 per hour or up 5% of the project cost:

- Preparation and mailing of newsletters, written board, or owner communication outside duly called board meetings, special meetings, and extensive meeting minutes (any meeting that lasts more than 90 minutes) - \$60.00 per hour plus mailing costs.
- Supervision over Storm Event preparation and clean up.
- Attending meeting with attorneys and/or researching data for legal activities on behalf of the Association as directed by the Board of Directors.
- Supervising carry over projects from prior management agent.
- Setup of access control system(s) and setup of new access control system(s).
- Any administrative project that does not fall under any other section or provision of this contract, i.e., record requests, insurance claims.
- All related expenses for Executive/Senior Level associates for Depositions, Mediation, or Trial; \$200.00 per hour plus all related expenses for travel and lodging.
- Additional trips made to the property by the Agent that is not included in the contract. (Example; emergency after hour calls)



EXHIBIT C
Schedule of Fees (continued)

Additional available services:

- Record retention beyond statutory requirements – as billed by Storage Company.
- Preparing and submitting application for utility tax refund - 20% of 36-month refund.

- Additional management fee of \$15.00 per unit or \$550.00, whichever is greater, for the administration of special assessment meetings, budgeting, billing, and collections.

- Special projects of demolition, reconstruction, and any capital improvement that require additional visits or administration of construction including coordinating between association and contractors or vendors. 5% of contracted project cost.
- Income tax preparation: as billed by CPA
- Administration of Leases: \$50 per lease
- Pet Registration: \$50 per animal
- Access Control/Gate access: Administration fee of \$5.00 per card/barcode/fob/etc.
- Website administration:
 - One time set up \$550.00
 - One time setup fee Google Analytics \$150.00 Optional
 - Domain name registration as billed by GoDaddy
 - Monthly Hosting Fee \$100.00

Initial for Website Option:

Website Administration: _____ **Google Analytics:** _____

Fees charged to Owners:

- Returned checks for insufficient funds
- Preparation of Condominium/Mortgage questionnaire
- Preparation of documents for property transfers/estoppels
 - \$250.00 for an Estoppel certificate as required by law.
 - If requested on an expedited basis and delivered within 3 business days after the request, an additional fee of \$100.00 may be charged.
 - If a delinquent amount is owed to the association for the applicable parcel, an additional fee of \$150.00 may be charged.
 - NOTE – the amounts contained herein are subject to automatic increase to the maximum amount allowed by the statutes governing homeowners associations, as amended from time to time.
- Preparation of Final Notice – one-time admin fee
- Initiating Legal Collections, Money judgments and Foreclosures – one-time admin fee
- Notice of Intent to File Lien – per attorney
- Lien fee charged to Owner – per attorney
- Money judgment tracking for data not in our software application: \$60.00/hour – 1 hour minimum.
 - **Note: Bankruptcies will be processed and forwarded to attorney for filing.

Initial 