



COMMUNITY MANAGEMENT AGREEMENT
HOMEOWNERS ASSOCIATIONS

THIS AGREEMENT, dated this 29th day of March, 2023 by and between **CHATEAU DE VILLE OF TALLAHASSEE CONDOMINIUM ASSOCIATION, INC.**, a Florida not-for-profit corporation (hereinafter referred to as the “Association”), and North Florida Management FL, LLC, d/b/a Total Professional Association Management, a Florida corporation, (hereinafter referred to as the “Managing Agent”).

WITNESSETH:

A. Pursuant to the Articles of Incorporation of the Association, filed with the Office of the Secretary of State of Florida, the Board of Directors of the Association has the right and authority to appoint a Manager to carry out such duties as the Board may authorize.

B. Managing Agent has certain expertise in the operation and management of communities.

C. The Association wishes to appoint Managing Agent to perform the duties hereinafter set forth, and Managing Agent is willing to perform such duties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Association and Managing Agent agree as follows:

I. APPOINTMENT

To the extent allowable by the community documents, the Association hereby appoints Managing Agent, and Managing Agent hereby accepts the appointment, on the terms and conditions hereinafter provided, to be the exclusive managing agent of the Association and the property and improvements owned or operated by the Association and known as **CHATEAU DE VILLE OF TALLAHASSEE CONDOMINIUM ASSOCIATION, INC.**, located in **LEON COUNTY**, Florida.

II. DEFINITIONS

As used in this Agreement, the following words and phrases will have definitions and meanings as follows:

2.1 “Articles” means the Articles of Incorporation of the Association, which have been filed with the Secretary of State, a copy of which, together with all amendments, have been delivered to Managing Agent.

2.2 “Board” means the Board of Directors of the Association.

2.3 “Bylaws” means the Bylaws of the Association, which have been adopted by the Board, a copy of which, together with all amendments has been delivered to Managing Agent.

2.4 “Community” means **CHATEAU DE VILLE OF TALLAHASSEE CONDOMINIUM ASSOCIATION, INC.**

2.5 “Community Documents” means the Declaration and the Bylaws, Articles of Incorporation and rules and regulations of the Association, as amended from time to time.

2.6 “Declaration” means the Declaration of Covenants recorded or to be recorded in the public records of the county in which the community is located, as amended from time to time, a copy of which, together with all amendments has been delivered to Managing Agent.

2.7 “Member/Owner” means the record title holder or holders of a Unit who are members of the Association, as set forth in the Articles of Incorporation and the Declaration.

2.8 “Lot” or “Unit” means a building lot or plot and the residence constructed thereon, if any, all as defined in the Declaration.

III. GENERAL AUTHORITY

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 the Community. Accordingly, Managing Agent agrees, notwithstanding the authority given to Managing Agent in this Agreement, that Managing Agent is only being employed to assist the Association in the performance of its duties and services as more particularly set forth in the Community Documents. With this common understanding, the parties agree that:

3.1 Every act performed by Managing Agent in accordance with, and within the scope of, its authority under this Agreement, including, without limitation, contracting with independent contractors, shall be as an agent for the Association.

3.2 Managing Agent will confer fully and freely with the Board in the performance of its duties.

3.3 Managing Agent will rely on factual information and directions provided in a timely manner by the Board of Directors or person(s) as the Board directs. Managing Agent shall be protected by the terms of Paragraph VIII herein for any liability it sustains as a result of such reliance.

3.4 No employee of the Managing Agent shall hold an office or position or be a member of the Board.

IV. SPECIFIC DUTIES

The parties understand and agree that Managing Agent shall provide only executive supervisory services and that all labor, services and materials, which are provided in connection with the operation and maintenance of the Community, shall be at the expense of the Association. To that end, Managing Agent will provide, or procure on behalf of the Association, only the services described in this Paragraph under the supervision of a licensed Association Manager hereunder, the costs to be reimbursed or paid by the Association, and the frequency with which each service, obligation, or responsibility is to be performed is set forth in Exhibit "A" attached hereto and made a part hereof.

V. COMPENSATION

5.1 Management Fees. Managing Agent shall be compensated as set forth in Exhibit "B" attached hereto and made a part hereof.

5.2 Expenses. Managing Agent's reimbursable expenses and normal operating costs, such as management software (Tops software \$75 per month and one (1) time set cost of \$50), postage, photo copying, faxing, scanning, printing and records storage will be reimbursed by the Association to Managing Agent as the expenses are incurred.

5.3 Costs of Collection. The Association agrees that Managing Agent shall be reimbursed for all costs reasonably incurred and associated with the extraordinary collection of delinquent assessments from the Owners in accordance with the governing documents and guidelines formulated by the board of directors and managing agent. specifically including those charges which may be prompted by use of the judicial system for enforcement and collection of outstanding fees, whether uncollected by the Association or those which may occur in the future.

5.4 Effect. 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 to the termination provisions of Paragraph VI hereof.

VI. TERM

6.1 Term. The initial term of this Agreement shall be 1 year, commencing on **April 1, 2023**. This Agreement will contain an initial 90 day clause for both parties to evaluate, then after 90 days, the remaining 9 months will complete the first year. It will automatically renew to a continuation of a One year agreement unless terminated by either party upon 30 days written notice to the other given prior to the end of the term.

6.2 Termination of the Agreement. Either party may terminate this Agreement upon 60 days written notice to the other, with or without cause. If this Agreement is terminated by either party prior to the end of the term, Managing Agent will be entitled to the earned portion of its Management Fee pursuant to the terms of this agreement through the time of termination, which shall be determined in the manner set forth in Exhibit "C".

6.3 Termination Obligations. Upon termination of this Agreement, each party shall promptly pay to the other, as soon as the same is determinable after the effective date of termination, all amounts due such other party under the terms of this Agreement, as of the date of termination, and upon such payment, neither party shall have any further claim or right against the other under this Agreement. As soon as practicable (but no later than five business days) after termination, Managing Agent shall (i) vacate the Managing Agent's office (if any) maintained in the Community; (ii) remove all signs that it has placed at the Community indicating that it is the Managing Agent of same and restore all damage resulting therefrom; and (iii) turnover to Association the originals (or copies if such originals are not available) of all Official Records of the Association as defined in Section 718.111(12) & (as defined in Section 720.303(4), Florida Statutes, pertaining to the Community which are in the possession of Managing Agent, its officers, agents or employees; provided, however, that Managing Agent shall have the right to retain copies (in hard copy or electronic form) of all such materials for archival purposes. Within thirty (30) days after the date of termination of this Agreement, Managing Agent shall do the following: (i) turnover to Association an accounting reflecting the balance of income and expenses of and from the Community as of the date of termination of the Agreement; (ii) assign all unexpired services and supply contracts to Association or parties specified by Association; and (iii) return intact (normal wear and tear excepted) all personal property owned by Association in connection with the Community, whether on the Community or elsewhere and which is in Managing Agent's possession or control. The bank accounts will be transferred as directed by Association. Any funds received by Managing Agent after the date of termination, which derives from the Community, shall be received in trust for the benefit of Association and promptly remitted by Managing Agent to Association.

Within ten (10) working days after termination, the Association shall pay to Managing Agent all outstanding reimbursable charges or expenses incurred by Managing Agent under the terms hereof, and Managing Agent shall pay over any funds of the Association which are in excess of said outstanding charges or expenses. Within twenty (20) working days after termination, Managing Agent shall supply a final statement of accounts in the nature of the monthly accounting herein required of Managing Agent. The termination or expiration of this Agreement shall not void any financial obligation of either party incurred prior to the date of termination or expiration.

Managing Agent shall, for a reasonable period of time after such expiration or termination, make itself available at reasonable times to consult with and advise Association regarding the turnover issues related to the operation and maintenance of the Community and the transfer of accounts and accounting systems. Managing Agent further agrees to do all other things reasonably necessary to cause an orderly transition of the management of the Community without detriment to the rights of Association or to the continued management of the Community.

VII. ENFORCEMENT

7.1 Cumulative Remedies. All rights and remedies provided for herein are cumulative and the exercise of one or more rights or remedies shall not be constructed as a waiver of any other right or remedy. The waiver of any breach of this Agreement shall not be deemed a waiver of any subsequent or continuing breach hereof. The failure of either party to

insist, in any one or more instances, upon the performance of any covenant or condition of this Agreement, or to exercise any right or privilege herein conferred, shall not be construed as thereafter waiving any such covenant, condition, right or privilege, but the same shall continue and remain in full force and effect.

7.2 Arbitration. In the event of any dispute between the Association and Managing Agent arising out of or under the subject matter of this Agreement or its subsequent performance, the parties agree to submit such dispute to arbitration in accordance with the following provisions. There will be three (3) arbitrators, one selected by the Association, one selected by the Managing Agent, and a third selected by these two arbitrators. The arbitrators will act in good faith and as expeditiously as possible to render a decision in accordance with the rules of the American Arbitration Association. The determination of a majority of the arbitrators will be final and binding upon the parties.

VIII. LIABILITY AND INDEMNIFICATION

8.1 Liability of Managing Agent. Managing Agent shall not be liable to the Association or to any Owner(s) for any loss or damage not caused by Managing Agent's own gross negligence or willful misconduct. Managing Agent shall not be liable for any error of judgment or any mistake of fact or law, or for anything Managing Agent may do or refrain from doing hereunder, except in cases of gross negligence or willful misconduct by Managing Agent.

8.2 Relationship of the Parties. Managing Agent is not and shall never be liable to any creditor of the Association or to any claimant against the property of the Association. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between the Association or the Board and Managing Agent.

8.3 Indemnification of Managing Agent. The Association hereby agrees to name the Managing Agent as an additional insured on its liability insurance and errors and omissions policies and to indemnify and hold Managing Agent, its officers, directors, shareholders, employees, agents, and contractors, harmless from and against all actions, claims, demands, liabilities, losses, damages, or expenses of any nature (including court costs and attorney's fees incurred before or at trial, on appeal, in bankruptcy, in post judgment collection, or in any dispute resolution proceeding, and whether or not a lawsuit is filed), which Managing Agent may incur by reason of services rendered or duties performed by Managing Agent when acting in accordance with and pursuant to the terms and conditions of this Agreement, but only to the extent that the same are not covered by any insurance which Managing Agent may be required to maintain under this Agreement or by law, and further provided that same are not caused by Managing Agent's gross negligence or willful misconduct. Notwithstanding, this paragraph shall not apply to any action brought by the association against the managing agent for failure to abide by the terms of this agreement.

IX. MISCELLANEOUS PROVISIONS

9.1 Notices. All notices required by this Agreement shall be effective when personally delivered; when sent by telefacsimile; when mailed by certified mail, return receipt

requested; or when deposited with a national overnight courier service, to the following addresses or to any other address given in writing by either party to the other party.

Association: Chateau De Ville of Tallahassee Condominium
Association, Inc.
2020 Continental Avenue
Tallahassee, FL 32304

Managing Agent: North Florida Management Fl, LLC.
d/b/a Total Professional Association
Management
327 Office Plaza Drive, Suite # 211
Tallahassee, Fl 32301
Telephone: (850) 583-1173

9.2 Maintenance. This Agreement contemplates maintenance and management of the Common Areas of the Community and does not contemplate, nor is Managing Agent responsible for or required to perform, the upkeep and repair of any portion of the Lots, nor the maintenance, repair or replacement of any residence or any improvements constructed thereon, the responsibility of which is, under the Community Documents, that of the individual Owners.

9.3 Interference. The Association shall not interfere nor permit, allow or cause any of its officers, directors or the Owners to interfere with Managing Agent in the performance of its duties or the exercise of any of its powers hereunder.

9.4 Disclosure of Interest. Managing Agent warrants and represents to the Association that none of the Stakeholders of the Association, has any financial or ownership interest in Managing Agent in the performance of its duties or the exercise of any of its powers hereunder.

9.5 Assignment. This is an agreement for Management services. Neither party may assign this Agreement.

9.6 Changes Required by Law. The parties acknowledge that governmental entities may promulgate statutes, ordinances, or regulations that may require changes to this Agreement, including the assessment or increase of taxes, and the parties hereby agree to promptly amend this Agreement as required in order to comply with such statutes, ordinances, or regulations. Managing Agent shall have no obligation to submit this Agreement to any governmental entity.

9.7 Entire Agreement. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors, permitted assigns, personal representatives and heirs. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all previous agreements between the parties. No amendment or modification of this Agreement shall be valid unless contained in a writing executed by both parties.

9.8 Construction. 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 either party.

9.9 Severability. Each duty of Managing Agent or authority delegated to Managing Agent is severable and separate from every other duty or authority thereof, and the unenforceability or illegality of any duty or authority shall not affect any other duty or authority or the validity of this Agreement. If any of the terms of this Agreement are held to be invalid by any court, the remainder of the Agreement shall remain in full force and effect.

9.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation arising out of the subject matter hereof shall be the county in which the Community is located (Leon).

9.11 Right to Acquire. Nothing herein contained shall prevent the Managing Agent or its officers, directors, or affiliates, from bidding at any public sale, including bankruptcy or foreclosure, to acquire title to any lot in the Community and that any such acquisition shall not be a conflict of interest.

IN WITNESS WHEREOF, the parties have caused this Management Agreement to be executed in their names by their proper officers, duly authorized, the day and year first above written.

Witness: _____ Print: _____ Witness: _____ Print: _____ Date: _____	Chateau De Ville of Tallahassee Condominiums Association . Inc Sign: _____ Print: _____ Title: _____ Date: _____
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Witness: <u>Caleb Daly</u> Print: <u>Caleb Daly</u> Witness: <u>Michael Murray</u> Print: <u>Michael Murray</u>	North Florida Management FL LLC A Florida Corporation Sign: <u>Tom Rowland Jr.</u> Print: <u>Tom Rowland Jr.</u> Title: <u>President</u> Date: <u>3-30-23</u>
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EXHIBIT A

SERVICES TO BE PERFORMED BY MANAGING AGENT

ADMINISTRATION

Based upon the requirements of the Board, and to the extent provided in the governing documents, Managing Agent shall investigate, hire, supervise and discharge all independent contractors retained to provide routine and customary services to the Association, all of whom will be paid by the Association. Managing Agent will require independent contractors performing services for the Community to provide the Association with active certificates of insurance for workers compensation, general liability and property damage, unless otherwise directed by the Board in writing. In choosing independent contractors, Managing Agent will use its best efforts to obtain three (3) written qualified proposals. These services do not include supervisory services relating to management of major renovations, replacements, or repairs of improvements or damages to Common Areas caused by casualties. Management of such actions could be handled by a qualified Construction Manager, or Project Engineer, depending upon the scope. The Board can do so as well, although it is not encouraged by Management Agent for them to do so. Managing Agent can certainly take on overseeing some projects, depending upon the nature, but this would require additional, negotiated compensation as such.

The decision to employ and compensate professional consultants in such fields as legal, accounting, insurance, engineering, and architecture will be the responsibility of the Board. Managing Agent shall not be held liable for the acts, negligence, or default of independent contractors or professional consultants if reasonable care has been exercised in their selection and supervision.

At least once a year, and prior to such time as the policies expire, cause to be placed and kept in force all forms of insurance of the type and in the amounts requested by the Board or as required under the Community Documents, at the expense of the Association. All types of insurance coverages shall be placed with such companies, in such amounts, and with such beneficial interests appearing therein as shall be requested by the Board or as are available. Original insurance policies will be maintained as part of the Official Records of the Community.

The Management Fee does not include services for insurance claims management. If requested, Managing Agent will investigate and make a full written report to the Board as to all incidents or claims relating to the management, operation, maintenance, damage, or destruction of the Community, including the estimated cost of repair, and if requested will assist the Association in handling all insurance administration and claims. The Management Fee for such services shall be agreed upon by the Board and Managing Agent prior to the commencement of services.

At all times during the term of this Agreement, maintain copies of each of the Official Records of the Community described in Section 718.111(12) Florida Statutes, which have been delivered to managing agent, which shall constitute the official records of the Association. Managing Agent shall make the records of the Association available, during normal office hours, to the

Owners or their authorized representatives for inspection and copying, or within five (5) working days after receipt of a written request thereof. Charges for copies may be assessed in accordance with applicable law. Managing Agent shall maintain, at Association expense, an adequate number of copies of the Declaration, Articles of Incorporation, Bylaws, Association Rules, and amendments thereto, at the Community to ensure their availability to Owners and prospective purchasers, and charge the costs for preparing and furnishing these documents to the persons requesting same to the extent permitted by applicable law.

Maintain business-like relations with the Owners and record requests and complaints in a systematic fashion in order to track and demonstrate the action(s) taken with respect to each. After reasonable investigation, serious complaints shall 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 Managing Agent will take no further action unless authorized by the Board.

Maintain an office and a telephone so that Owners and occupants of the Community may contact Managing Agent or its employees during ordinary business hours and in the event of an emergency.

At the request of the Board, attend the annual members meeting of the Association and meetings of the Board, record minutes, and act on the decisions. If the Board meets more than five (5) time(s) within a year (four [4] board meetings, plus the one (1) annual meeting), then in addition to the management fee set forth herein, the Association shall pay Managing Agent on an hourly basis or an agreed to fee for such additional meetings. (normally \$50 / per hour)

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 by the Board.

Maintain a record of the names and addresses of the Lot Owners. Prepare and furnish to Closing Attorney/Title Company upon their request, information setting forth whether the assessments on a specified lot have been paid. The Closing Attorney/Title Company will collect a reasonable fee not to exceed \$299 for standard delivery or a max of \$498 for a rush (24 hours), payable to Managing Agent for assembling this information by requesting party. If the Association wants to perform this task as they will have Board access to the Management Software to pull the ledgers, and complete the Estoppel Certificate, then the fees associated with this would go solely to the Association, the Association would assume the liability inherent with the Estoppel certificate unless the information they pulled was incorrect in the software and not incorrectly pulled or prepared by the Board.

Address violations of the rules and regulations by Unit Owners and advise the Board of any recurring or uncorrected violations.

Assist the Architectural Review Board with review and approval of exterior modifications to the extent required by the applicable Community Documents

Assist the Board in preparing and maintaining the Disclosure Statement required by 718.503, Florida Statutes.

Upon written request, by the Board, and for an agreed additional fee, assist the Board in addressing major rehabilitation, major repairs, and casualty damages.

Prepare on behalf of Association documentation for preparation of collections, liens, foreclosures, bankruptcy, resale documentation (*resales can be performed by the Association if desired, see paragraph on page 9 that references this further*), etc., based on fee schedule outlined at the end of Exhibit A.

FISCAL

Submit to the Association a proposed budget for the operation of the Community 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 or other information as the Association requests and is reasonably necessary for the Association to review and finalize the budget. The budget shall serve as a supporting document for the schedule of assessments proposed for the new fiscal year and for expenditures hereunder. The Association shall furnish Managing Agent with the preliminary budget as approved by the Board at least thirty (30) days before the commencement of the fiscal year. Managing Agent, at the expense of the Association, shall transmit copies thereof to each Owner. The budget shall constitute the major control under which Managing Agent shall operate, and there shall be no substantial variances therefrom, except such as may be sanctioned in writing by the Board. Any failure to meet the foregoing time frames shall not be deemed a default hereunder nor in any way constitute a defect in the budget finally passed.

Bill and collect all normal and special assessments due from Owners, as directed by the Board, and pursuant to the governing documents. Managing Agent will implement collection proceedings on behalf of the Association. The Association hereby authorizes and directs Managing Agent to request, demand, collect, receive and receipt, if requested, for all assessments, charges, fines, rents, or liens which may at any time be or become due to the Association; and with consent of the board. to take such action in the name and at the expense of the Association, by way of process or authority granted the Association under the Community Documents, as may be required for the collection of delinquent assessments, including the filing of liens and other legal process in connection therewith. Managing Agent shall notify the Board on a monthly basis of any account which is more than thirty (30) days past due, unless otherwise advised by the Board.

Establish and maintain bank accounts as Managing Agent of the Association, which accounts shall be in a bank whose deposits are insured by the Federal Deposit Insurance Corporation ("FDIC") and reflect the custodial nature thereof. Said accounts shall be for the deposit of all monies received by Managing Agent on behalf of the Association.

- The Association specifically directs Managing Agent to draw funds on said accounts to discharge any liabilities incurred pursuant to this Agreement, and for the payment of

Managing Agent's compensation or reimbursements, all of which payments shall be subject to the limitations set forth in this Agreement and within the governing documents.

- Upon authorization by the Board, Managing Agent will place all monies in excess of current needs in pass-book type interest bearing accounts or in long term obligations such as certificates of deposit.
- Managing Agent shall not commingle any Association funds with Managing Agent's funds or with the funds of any other community association or condominium association.
- If requested by Board, all of Managing Agent's employees who handle any funds collected on behalf of the Association shall be covered by a fidelity bond in an amount and with a company determined by Managing Agent and approved by the Board, such bond to be provided at the expense of the Association.

From the funds collected and deposited, cause to be disbursed regularly and punctually:

- All expenses for the operation of the Association and Community, including taxes, insurance premiums, utility charges with respect to the common areas and facilities maintenance expenses, the amount specified by the Association for allocation to reserves, if any, and other expenditures authorized by the Board. Managing Agent shall not make expenditures in excess of \$1500.00 without the express written authorization of the Board, except (i) where such expenditure represents a budgeted line item, or (ii) if in the opinion of Managing Agent, such expenditure is necessary to prevent **imminent** property damage or injury to persons. (This can be defined as such that the Managing Agent will contact Board via email in advance to explain the danger or issue, or in extreme cases, via cell phone, but email would be the preferred method for record keeping purposes) We can set up Board Member or Board Members in Strongroom (AP Software) so they can see and approve each vendor invoice ahead of any payments issued. Reserve account and excess account funds shall be expended by Managing Agent only upon specific written direction from the Board.
- Managing Agent's compensation as is set forth in Exhibit B.
- Managing Agent's reimbursable expenses, which, in addition to those items specifically disclosed herein, shall be itemized in a budgetary document to be prepared by Managing Agent.
- Other sums otherwise due and payable by the Association as operating expenses authorized to be incurred under the terms of the Agreement and the governing documents.

Furnish to the Board no later than the twentieth (20th) work day of each month the following records and information regarding the Association:

- Balance sheet;

- Statement of income and disbursements, showing monthly and year-to-date expenditures as compared to current month and year-to-date budgets, or a photocopy thereof; and
- A list of aged accounts receivable.
- A list of accounts payable summary.
- Cash Disbursements
- Bank Reconciliation
- Bank Statements

Maintain a complete set of formal books to include a balance sheet, trial balance (*a statement showing all credits and debits*) and all ledgers. These records will be available at the office of Managing Agent for inspection by the Association or its Owners upon request during normal office hours. All financial records shall be accurately maintained in accordance with generally accepted accounting principles.

Within ninety (90) days following the end of the fiscal year, at the expense of Association, have prepared a Financial Report consistent with the requirements of Section 718.111(13), Florida Statutes. Managing Agent shall mail or furnish by personal delivery a copy of the financial report to the Owner(s) of each Lot within twenty-one (21) days following the end of the fiscal year. The expense incurred for the preparation and distribution of this financial report to the Owners will be borne by the Association.

On behalf and at the expense of the Association, prepare, file and cause to be paid, all forms, reports and applications for licenses required by law. Managing Agent shall contract for the preparation of tax returns at the direction and at the expense of the Association.

Any payments to be made by Managing Agent under this Agreement shall be made from the accounts of the Association or as may be provided by the Association. Managing 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 Managing 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 as reflected on the approved budget.

PHYSICAL

At all times during the term of this Agreement and subject to the availability of assessment funds, operate and maintain the Community according to standards consistent with the overall plan of the Association and in accordance with all applicable federal, state, county and municipal statutes, ordinances, rules and regulations and the governing documents. Managing Agent shall see that all Owners are informed with respect to the rules, regulations and notices promulgated from time to time by the Board at the expense of the association.

Cause the common areas and facilities which are to be maintained by the Association under the Community Documents, to be maintained at the cost of, and according to standards acceptable to, the Association, including, but not limited to, common private roadways, lighting, common area buildings and improvements, recreation facilities, pest control, lawn maintenance, landscaping, fencing, stormwater management system, signage, and such other normal maintenance and repair work as may be necessary, subject to limitations imposed by the budget, applicable permits, the Community Documents, the Board, and those contained in this Agreement. However, if such repairs manifest danger to life and property and are immediately necessary for the preservation and safety of the property, or for the physical safety of the Owners or occupants of Units / Lots or of the public, or are required to avoid the suspension of any necessary service to the Community, emergency repairs may be made by Managing Agent irrespective of the cost limitation imposed by this subparagraph. Notwithstanding this authority as to emergency repairs, it is understood and agreed that Managing Agent will, if reasonably possible, confer with the Board regarding such expenditure prior to or as soon as practicable after the provision of any emergency repair. Managing Agent shall secure for and in the name of the Association contracts with qualified service providers as Managing Agent deems necessary for the provision of such services, which contracts shall provide for costs of all labor and materials necessary to accomplish such services. Managing Agent shall continuously supervise such contracts to assure compliance, and shall exact such sanctions as are available for failure to comply. To that end, Managing Agent shall regularly inspect the Community to assure that all maintenance is being performed in a timely manner.

Provide “walk throughs” to inspect the Common Areas, note needed Common Area repairs, and note violations of rules and regulations, at least monthly.

Take such action as may be necessary to cause compliance with all orders or requirements affecting the Community placed thereon by any federal, state, county, municipal or other governmental or regulatory authority having jurisdiction thereover, and the orders of the Board of Fire Underwriters or other similar bodies, subject to the limitations of the budget and the direction of the Board; provided, that Managing Agent will not take any action under this subparagraph so long as the Association is contesting or has affirmed its intention to contest any such order or requirement. Managing Agent shall notify the Association in writing within a reasonable time not to exceed seven (7) working days of the receipt of all such notices and orders. Notwithstanding the foregoing provision, it shall be the responsibility of the Association to cause the Association and the Community to be in full compliance with all applicable governmental orders or requirements and with the Community Documents, Managing Agent shall not be liable for the Association’s failure to authorize or take any action required to bring the Association or the Community into compliance.

Subject to approval by the Board, make contracts for water, sewer, electricity, gas, fuel, oil, cable television, and other necessary utility services serving the common areas and facilities. Managing Agent shall arrange for the provision of and shall maintain supervision over the utilities serving the common areas and facilities, provided, that Managing Agent shall have no liability for the failure of any third party to provide such services, nor the consequences thereof.

EXHIBIT A (continued)

North Florida Management FL ANCILLARY CHARGES

I. STANDARD ADMINISTRATIVE CHARGES FOR COLLECTION

(Supply Charges Separate)

<u>ITEM</u>	<u>TIME FRAME</u>	<u>CHARGE</u>
Initial Invoice	± 30 days before due date	Actual postage
1 st Reminder	± 10 days after due date	Actual postage
NOLA (late notice)	After Grace Period Ends	\$15.00
Certified Letter	At Boards direction (basic matters)	\$25.00
Lien Coordination	± 45 days after certified letter sent	\$35.00

Note: Bankruptcy Claim – \$25.00

Coordination of HOA Foreclosure – \$100.00

(Coordination of information only North Florida Management FL is not a Licensed Attorney and cannot perform or give legal advice)

II. RESALE DISCLOSURE DOCUMENTS (Board reserves the right to perform this service to retain the revenue source for the Association)

Resale Disclosure Documents not to exceed \$299.00 Regular/\$498 Rush or as allowed by Florida Statute 720/718. Delinquent Accounts will be billed maximum allowed per FS.

(Title company collects from the purchaser and sends the fee directly to North Florida Management FL along with the closing documents. Association does not pay or receive any funds.)

III. MONTHLY SUPPLY CHARGES

Postage Reimbursement	Actual Cost
Mailing Supplies	\$.18 per item (#10 standard envelope only)
Black Copies	\$.15 per page
Color Copies	\$.25 per page
Accounts Payable Check Forms	\$.25 per page – vendors we issue checks to (paper check)
Minimum Storage Unit Costs	Average \$4.00 per box – this is if we store boxes of Association

IV. ADDITIONAL SERVICES AVAILABLE

Additional Meeting Fee:	\$50.00 per hour
Casualty Repairs Oversight Fee:	To Be Negotiated (\$1000 Minimum)
New Construction Oversight Fee:	To Be Negotiated
Start Up / Set up Fee:	\$1800 (one-time fee)

Note: Above charges are subject to an annual increase not to exceed three percent (3%).

Managing Agent :  (initial) Association : _____(initial)

EXHIBIT B

MANAGEMENT FEES

Management Fee – Compensation shall be:

\$2,200 per month (\$26,400 annually)

Tops Software Usage-\$75 per month

Start up / Setup One Time fee \$1,800

Managing Agent:

Initial SR

Association:

Initial _____

EXHIBIT C

TERMINATION FEES

Two (2) months Management Fee

\$2,275.00 / per month

Tallahassee Office –

327 Office Plaza Drive, Suite 211, Tallahassee, Fl 32301

(850) 583-1173 – Office

Jacksonville Office –

100 SR 13 N, Suite D. St Johns, Fl 32259

(904) 295-3921

Managing Agent:

Initial 

Association:

Initial: _____