



Plaza Property Services, LLC Management Agreement

This AGREEMENT is made between Deerwood Place Master Association Inc (Association) located at 4480 Deerwood Lake Parkway, Jacksonville, FL 32216 (The “Association”) and Plaza Property Services, LLC, hereinafter known as “PPS”, a Florida Limited Liability Company, with its principal place of business at 2365 Riverside Ave, Jacksonville, FL 32204.

WHEREAS, the Board of Directors of the Association (The “Board”) believes it to be the best interest of the members of the Association that the Association be managed by an organization set up for and operating within the business of Community Association Management; and

WHEREAS, the Board of the Association is empowered by provisions of the Association’s governing documents to employ such an organization.

NOW THEREFORE, it is agreed as follows:

Article I – CONTRACT DOCUMENTS

1.1 The Contract Documents consist of this Agreement and Attachments. Certain terms in the Agreement relate to the Association Documents, Bilaws of the Association, and Board Resolutions.

Article II - MANAGEMENT RELATIONSHIP

2.1 PPS’s function is to assist the Board in the Operation and administration of the Association. PPS shall be an independent contractor in performing its functions on behalf of the Association as its Agent. Actions taken by PPS shall be made under the express or implied authorization of the Board in accordance with the terms of this Agreement, documents of the Association or under written or verbal instructions of the Board.

2.2 Notwithstanding the authority given to PPS in this agreement, it is understood and agreed that the parties shall at all times endeavor to confer fully and freely to facilitate the performance of the services set forth in this Agreement.

2.3 Notwithstanding the direction able to be provided to Management to carry out specific responsibilities under this agreement and in the customary management of the community, the Board may not require PPS to perform tasks in conflict with the community’s governing documents, covenants and restrictions, board adopted policies, Florida statutes, local, state or federal law or other governing rules and restrictions. The Association will not hold PPS accountable for failure to perform duties which are in conflict with the above.



Article III – RESPONSIBILITY OF MANAGEMENT

3.1 PPS agrees to perform the services described in this Agreement and Attachment “A” and “B” in the name of and on behalf of the Association, and the Association gives PPS the authority and powers required to perform these services:

- A. Maintain the Association’s records, files and books of account in good order; be the custodian of the official records of the Association and provide access to the records at PPS’s offices to appropriate persons with prior appointment upon reasonable notice **according to the allowances or restrictions offered in the Florida Statutes.**
- B. PPS shall establish and maintain a custodial bank account for the Association, in a bank whose deposits are insured by the FDIC. PPS shall oversee the collection of assessments and other monies due the Association including preparation, mailing **or e-mailing** of past due notices, Intent to Lien Notices and processing of Liens in accordance with the collection policies of the Association.
- C. PPS shall have the authority to make disbursements from Association’s account to pay obligations of the Association in accordance with PPS’s responsibilities under this agreement and as authorized by the Association Documents and the Board. PPS shall make disbursements regularly and punctually for the Association to pay debts and amounts owed by the Association from funds collected and deposited in the Association’s bank account. PPS shall not be required to use its funds for the Association, or to assume any liability for the Association.
- D. Subject to this Agreement and the direction and the expense of the Association, PPS shall cause the common areas and facilities to be maintained according to standards acceptable to the Association. For any one item of repair or replacement, the expense incurred shall not exceed the sum of One Thousand Dollars (\$1,000) unless specifically authorized by a **Board Officer** or by a budget which has been approved by the Board; provided, however, that emergency repairs involving manifest danger to life or safety of the property or for the safety of the owners, or required to avoid the suspension of any necessary service to the property or to its common areas and facilities, may be made by PPS irrespective of the limitation imposed by this Paragraph.
- E. PPS shall provide assistance in obtaining property, directors and officers, liability and other forms of insurance appropriate for Association. Determination that the appropriate types, forms and amounts of insurance coverage are in force shall remain the responsibility of the Board. PPS shall conduct annual bids for site of master policy renewals upon direction of the Board.
- F. Subject to this agreement and approval by the Association, PPS shall negotiate contracts for maintenance and other necessary services which PPS or the Association shall deem advisable within the scope of services defined in Attachment “A”. PPS shall also place orders for equipment, tools, appliances, materials, and supplies as are necessary to



properly maintain the Common and Limited Common Areas subject to the limitations set forth in Paragraph D. When taking bids or issuing purchase orders, PPS shall act at all times for the benefit of the Association, and shall be under a duty to secure for and credit the latter any discounts, commissions or rebates obtainable as a result of such purchases. PPS shall maintain appropriate records of all such contracts and orders. The parties expressly agree that PPS shall procure necessary services for the property from third parties. PPS shall deal at arm's length with all third parties and shall serve the Association's interests at all times.

- G. The Association may request PPS oversee special projects of construction, such as restoration, renovation, repairs, or improvements exceeding \$10,000 in cost. If PPS accepts responsibility for oversight of such a project, PPS shall work with the Board of Directors to obtain bids, negotiate agreements with contractors and oversee the work of the contractors and other professionals. PPS shall work with the Association's Attorney to insure that the Association is properly protected from construction lien law liability. PPS's role shall be to perform general monitoring and supervision of the project on behalf of the Board and shall specifically exclude without limitation work appropriately performed by other professionals such as contractors, engineers, architects, and inspectors, PPS shall receive a fee of (1%), transferred from the Association account, of the contract price for this service to be paid as the vendor pay applications are paid for any such projects whose cost exceeds \$100,000.00.
- H. PPS shall have NO authority or responsibility for maintenance or repairs to individual dwelling units unless required by the Association Documents. However, the Association may have a program that allows the Unit Owners, for a set fee, to use maintenance staff for repairs and maintenance of the individual unit after normal business hours.
- I. PPS will assist the Association in the processing and administration of Architectural Review requests. However, the Board shall have final responsibility for the disposition and approval or disapproval of such requests. PPS shall have no liability related to its assistance in processing of Architectural Review Requests.
- J. PPS shall designate one of its licensed employees as primary Manager for the Association. Selection of the Manager assigned the Association shall be within the direction of PPS. However the Board shall be entitled upon written notice to PPS to have the designated manager changed. The Manager shall attend all Board and other called meetings, including the annual meeting, so long as said meetings are not scheduled on weekends or holidays.
- K. If applicable, PPS may assist the Association in estimating reserve requirements. However, final responsibility for determining the amounts and adequacy of reserves shall remain with the Board of Directors. At written request of the Board, PPS will assist Association in securing the services of a professional reserve analysis firm to establish and/or support reserve estimates.



- L. PPS has the obligation and duty to enforce all provisions set forth in Deerwood Place Condominium Association declaration to the best of their ability. PPS will not be held liable, nor be required, instructed or mandated by Association or any of its officers to knowingly disregard or fail to enforce provisions set forth in Deerwood Place Condominium Association Declaration or any applicable Florida Law.
- M. PPS shall assist the Association with the Management of any Association owned units by the acquisition, qualification and placement of qualified tenants, the final approval of which will come from the Association President, and manage said units monthly. PPS shall be responsible for the collection of rent from said tenants and will hold proper security deposit(s) in non-commingled accounts as per proper real estate law. PPS shall assess the Association a fee of \$100 for each unit/month being managed not as a commission but a flat monthly fee for the management of the unit.

Article IV – RESPONSIBILITY OF ASSOCIATION

- 4.1 In order for PPS to effectively perform its duties, the Association agrees to assume the following responsibilities:
 - A. Maintain a legally constituted Board of Directors.
 - B. Designate a single individual who shall be authorized to direct PPS on any matter, including the incurring of expenses and the execution of contracts, relating to management of the Association. PPS shall accept direction from such designated representative and the directions of such designated individual shall be conclusively presumed to be the actions of the Association. PPS shall be under no obligation to investigate the actual authority of the designated representative. Unless a different specific appointment is made in writing, the designated representative shall be the President of the Association. PPS is authorized to act on behalf of the Association based on policies adopted by the Board and directives, written and oral, from the Board or the designated representative.
 - C. Supply PPS with an accurate Owner's information roster, showing the names as recorded on the deed, the last known address, phone number(s), **e-mail addresses if known**, and any other pertinent facts with regard to the ownership of the property.
 - D. The Association shall furnish PPS with a complete set of Association legal documents and any amendments that show the stamp of recording of the County and complete records and files of the Association for one year prior to the contract date.
 - E. Failure of the Board to provide adequate information to PPS, or if such information is not received in a timely manner, with revoke the right of the Association to claim non-performance as to duties which require such information.



- F. The Association shall not interfere with, nor allow or cause any of the officers, directors, or members to interfere with PPS in the performance of its duties or the legitimate exercise of any of its responsibilities, including, but not limited to direct contact with those persons or organizations performing such services under the supervision of PPS.
- G. Employees of PPS who handle or are responsible for the handling of the Association's money shall be bonded or insured by an endorsement to the Association's fidelity bond in an amount as required by the governing documents or any state statutes that are applicable to the Association.

Article V – COMPENSATION

5.1 Management Services

PPS shall be compensated for its services at the rate of **\$600.00** per month (\$7,200 annually). Such compensation includes partial overhead of non-on site PPS, including salaries of employees, general and administrative expenses, and travel expenses of its officers and employees of PPS incurred to perform services defined in Attachment "A". This **WOULD NOT** include the fee for on-site full time maintenance personnel per 5.2 below or On site Proper Manager. Fees are due and payable of the first day of each month during which such services are to be provided. PPS is hereby authorized to deduct the monthly fees noted within this agreement as payable for all services and payroll rendered directly from the account of the Association. If the amount due is not available to be paid in full by the 15th of the month, the balance due shall accrue interest at 18% per annum.

5.2 On-Site Personnel

In the furtherance of PPS Management's responsibility under this agreement, PPS and/or the Association will employ personnel who work primarily on Association premises while performing services for the Association ("On-site personnel"). The Association and PPS agree to utilize on-site personnel including a full time on-site maintenance resource the resource of which will be approved in advance by the Board. The Association will pay PPS an on-site payroll fee in addition to the agreed upon monthly fee per 5.1 above with NO excess management charge by PPS with the exception for any and all charges per employee assessed by PPS's co-employment vendor, Landrum Professional Services for the coverage of payroll taxes, unemployment taxes, required insurances and other fees. The level of staffing, pay rates, duties and benefits for on-site personnel will be established by PPS subject to approval of the Board of Directors of the Association. The on-site payroll fee shall be equal to the actual wages paid to on-site personnel in the performance of duties for the Association plus the costs of a payroll provider and benefits.

In addition, The Association and PPS agree to utilize an on-site property manager a minimum of 24 hours a week (3 days) personnel who will be selected by PPS and approved in advance by the Board. The Association will pay PPS an on-site payroll fee in addition to the agreed upon monthly fee per 5.1 above with NO excess management charge by PPS with the exception for



any and all charges per employee assessed by PPS's co-employment vendor, Landrum Professional Services for the coverage of payroll taxes, unemployment taxes, required insurances and other fees. The level of staffing, pay rates, duties and benefits for on-site personnel will be established by PPS subject to approval of the Board of Directors of the Association and will be set at a total, loaded cost of **\$41,580** for 3 days per week (24 hours) for an on-site manager or a full time rate at a full loaded cost of **\$60,000.00**. The on-site payroll fee shall be equal to the actual wages paid to on-site personnel in the performance of duties for the Association plus the costs of a payroll provider and benefits. PPS will be responsible for the administration and payment of payroll taxes, worker's compensation, benefits, personnel administration, payroll processing, etc with no excess fee added for administration of these purposes. PPS may request adjustments to the above percentages based on changes in tax rates, insurance rates or similar costs. Such request will be made to the Board in writing along with reasonable supporting documentation for the requested change. If the Association fails to approve PPS's written request for the adjustment within 30 days, PPS may discontinue the service or administration of on-site personnel. The on-site payroll fee will be payable to PPS immediately upon disbursement of the related payroll to on-site personnel. ** It is understood for the purposes of this agreement that Deerwood Place Condominium Association will have 1 on-site maintenance resource, 5 days per week for a total for 40 hours weekly and 1 on-site part time maintenance resource for a total of 16 hours per week. The on-site resources will be granted 2 weeks paid vacation, 5 sick days and 10 PPS recognized holidays. In addition, it is understood that Deerwood Place Condominium Association will have on-site property management, at least 3 full days per week, The on-site resource will be granted 2 weeks paid vacation (10 days), 5 sick days and 10 PPS recognized holidays. PPS will charge for all payroll costs applicable to this resource and benefits capped at \$300/month. This amount will automatically rise by a minimum of 3% annually for cost of living increase, and any additional merit increase the board may wish to approve.

As noted, PPS will provide said on site property management at a flat fee of **\$41,580** (Total loaded Cost) for PT 3 days per week (24 hours) (Total loaded Cost) and two maintenance resources as follows: a. 1 full time maintenance resource at a rate of **\$40,456** plus all applicable taxes, payroll costs and benefits and 2. A part time resource 16 hours per week at a rate of **\$14,976.00** annually plus all applicable taxes, payroll costs and benefits. This amount will automatically rise by a minimum of 3% annually for cost of living increase, and any additional merit increase the board may wish to approve.

As noted above, PPS will charge a "\$0.00" carry cost over the actual cost of personnel employment for these resources which will consist of the annual salaries of said employees and all applicable taxes, required insurance, fees etc required under the state and federal guidelines and pursuant to the Affordable Care Act of 2008. PPS will not incur any expense for the use and employment of this employee less the pass through expenses incurred for their employment at Deerwood Place Condominium Association.

On Site Management

Due to the size and general responsibilities of the Condominium Association, and in the furtherance of PPS Management's responsibility under this agreement, PPS and/or the



Association will employ personnel who will work primarily on Association premises while performing services for the Association (“On-site personnel”) a minimum of 24 hours (3 days).

Non-Compete of Employees

Employees of PPS working on said property will be noted as being employees of Plaza Property Services and may not be retained by the Association at the termination or expiration of this agreement, whether for cause or not. Employees of Plaza Property Services are deemed intellectual capital of PPS and therefore may not be retained by the Association without specific written approval by PPS Owner. Liquidated damages in the amount of \$15,000/employee will be assessed to the Association for any retainage of said employees following the termination or expiration of this agreement payable within 10 days of the first payroll hour said employees remain on Deerwood Place property and The Master Association hereby authorizes PPS to deduct said liquidated damages from the association’s account to PPS for said retainage of employees in accordance with this provision.

5.3 Direct Expenses

PPS shall be reimbursed for expenses incurred in performing its responsibilities under this agreement in accordance with Attachment “B” including without limitation expenses related to mailings, photocopying, collections, and office supplies for the Association or other items that may be required from time to time as requested by the Board, owners or other authorized parties. Attachment “B” is PPS’s current standard expense reimbursement schedule. Charges may vary over time due to changes in costs and shall be based on PPS’s current standard schedule in effect at the time service is performed.

5.4 Additional Services

PPS shall provide at no additional charge up to a total of four (4) hours per month of support in the following areas if requested by the Board or required by law:

1. Legal/litigation support related to potential or actual litigation or legal issues involving the Association which may involve coordination, records research, depositions, testimony or similar activity;
2. Audit or Review support related to preparation an assistance with routine or special audits or reviews of accounting or tax records or similar activity;
3. Records production support for research, production or review of Official Association records for Board or members if requested by the Board or required by Florida Statute or other legal authority.
4. All additional legal expenses will be approved by the Association President prior to payment.

Legal support in excess of four hours per month shall be charged to the Association at a rate of \$35.00 per hour for Manager’s/staff or \$75 per hour for officers/principals. Appearance in court or by deposition to defend/support the Association shall be charged to the Association at a rate of \$35.00 per hour for Manager’s/staff or \$75 per hour for officers/principals



This provision shall survive the termination of this agreement in the event that PPS personnel are required by law to assist or otherwise be involved in Association business after the date of termination. Additional services not provided for in this agreement may also be available by mutual agreement of the parties.

Article VI - CONTRACT PERIOD AND TERMINATION

6.1 Term

This agreement shall be for a period of two years commencing on March 1, 2020, and shall automatically renew for two year periods unless canceled by either party at least sixty (60) days prior to the annual renewal date. This contract may be terminated at any time after the initial 2 year term via 60 days written notice by the Association and /or 60 days written notice by PPS. At any time after the end of the initial two year term of this agreement, PPS shall have the right to adjust its monthly Management fee. Association will have thirty (30) days to accept the proposed adjustment, PPS at its option, may terminate this agreement or continue to work under the then existing terms and conditions.

6.2 Termination for Nonpayment

PPS has the right to terminate immediately in the event payment is not made within 30 days of the due date. In no case shall termination forfeit any rights of PPS to collect its compensation or other amounts due according to this Agreement.

6.3 Termination Procedures

A time shall be set for a meeting to take place at PPS's principal office on the last day of the term of the Agreement for the purposes of turning over to the Association all requested records, all funds and deposit accounts and to execute any agreements and releases relating to the conclusion of contractual obligations.

Article VII – LIABILITY OF PARTIES

7.1 Liability of Parties

PPS will indemnify and hold harmless the Association harmless from all loss, damage or injury resulting from willful and intentional acts done or caused by PPS, its officers, directors, or employees which cause harm to persons or property or which cause a monetary loss or expense to the Association. In no event, however, shall PPS be liable to the Association for actions or errors of judgment PPS may commit or refrain from committing in the reasonable good faith performance of its duties.

Except for willful acts or willful breaches of duties constituting gross negligence, the Association shall indemnify, defend and hold PPS, its shareholders, directors officers, employees, and agents



harmless from all claims, actions, and damages arising from the performance of PPS's duties under this agreement.

The obligations of each party under the above indemnifications include the payment of all settlements, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expense, and attorney fees including those incurred through all appeals.

7.2 PPS shall maintain in force, for the full term of this Agreement, worker's compensation insurance and such other insurance as may be reasonably requested in writing by the Board.

Notwithstanding the foregoing, the Board shall name PPS as an additional insured on the Association's insurance policies including without limitation its liability, casualty, and E&O policies and shall provide to PPS a certificate so evidencing the same.

7.3 The Association shall indemnify, defend, and save PPS and its shareholders, directors, officers, employees and agents harmless from all claims, investigations, and suits with respect to any alleged or actual violation of state or federal labor laws, environmental protection laws, fair housing laws, fair employment laws, or for any other reason whatsoever, where the alleged or actual violation is the result of action taken at the direction of the Board. The Association's obligation under this paragraph shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expense, and attorney fees including those incurred through all appeals.

The indemnification provisions of this agreement shall survive its termination for a period of not less than the Statute of Limitation for bringing any action against PPS or the Association for acts performed under the terms of this Agreement or while this Agreement is in effect.

7.4 Termination of this Agreement shall not terminate any liability or obligation of one party to the other for any act or occurrence having taken place during the term of the Agreement or for any indemnification, payment, reimbursement or other sum of money due and payable of thereafter becoming due and payable.

Article VIII – MISCELLANEOUS

8.1 Definitions

To the extent any definition is not inconsistent with the Association's legal documents, unless the context shall require otherwise, the terms used in these Contract Documents shall have the same meaning as defined in the documents or as defined in the same manner as in the Florida Statutes, where applicable.



8.2 Conflicts

Any conflict, real or perceived, will not affect the whole of the contract. Any such real or perceived conflict shall be negotiated between the parties of the agreement.

8.3 Construction

This Agreement, which may be signed in several original counterparts, is to be construed as a bilateral contract. Headings are provided for convenience only and are not intended to be utilized in interpreting the contents. Terms of gender shall refer to the opposite gender where appropriate and terms of singular shall refer to plural and visa versa.

8.4 Notices

All notices as provided for, or as may be deemed desirable, shall be in writing and sent postage prepaid by certified mail, return receipt requested to PPS at the addresses indicated above, and for the Association to the then-serving President of the Board at his/her residential address or such other addresses as given in a notice.

8.5 Identification of Agent

Subject to the written approval of the Association, PPS shall be allowed to place a sign on the property stating the property is being managed by PPS.

8.6 Breach and Default

Failure by the Parties to this Agreement to insist upon the strict performance of any term of this Agreement or to exercise any right, power or remedy upon a breach thereof by the Parties shall not constitute a waiver of any such term or any such breach. Waiver of any breach shall not affect or alter this agreement, which shall continue in full force and effect with respect to any other then existing or subsequent breach by the Parties.

8.7 Attorney Fees and Arbitration/Mediation

Should any dispute arise as to the rights of any parties under this Agreement, including the powers and duties of the parties and all of the terms and conditions of this Agreement, and said dispute cannot be amicably settled and resolved between the parties, then the parties shall submit the matter in controversy to arbitration under Florida Statutes, Chapter 682, and in accordance with the standards set by the American Arbitration Association. If the dispute results in attorney fees to be resolved, the prevailing party in and under this Agreement shall be entitled to recover costs and attorney fees.

8.8 Severability

In the event that any provision or provisions of this Management Agreement shall be determined to be invalid, void, or unenforceable, such determination shall not affect the other provisions of



this Agreement, which can be given effect without the invalid, void or unenforceable provision or provisions.

8.9 Binding Obligations

This Agreement shall endure to the benefit of and constitute a binding obligation upon PPS and the Association, and their respective legal representatives, administrators, successors and assigns.

8.10 Governing Law and Venue

The Contract Documents shall be governed by and construed in accordance with Florida Law. Any action commenced pursuant to this Agreement shall be brought in Duval County, Florida.

8.11 Licensure

PPS warrants and represents that it possesses and shall maintain during the term hereof, all licenses, permits, approvals, and similar items, as are necessary and/or appropriate to its performance hereunder.

8.12 Entire Agreement

The Contract Documents represent the parties' entire understanding and supersedes any prior agreement(s), including any former agreement between PPS and the Association. The parties acknowledge that there are no other understandings between them in these regards, except as may be evidenced by written agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals this day of :

_____, 2020.

The Deerwood Place Master Condominium Association, Inc.

President or authorized signer

Print Name

PLAZA PROPERTY SERVICES, LLC

Andrew J. Beaudoin, President



**PLAZA PROPERTY SERVICES, LLC
MANAGEMENT AGREEMENT**

ATTACHMENT/SCHEDULE “A”

Property Management

- Perform regular inspections of the Association’s common areas and facilities to monitor their condition and maintenance needs **no less than 1 time(s) monthly**
- Assist the Association in locating and contracting with maintenance providers
- Assist in securing competitive bids on services and product of the Association **whose budget equals or is greater than 10% of the annual Association budget**
- Coordinate and monitor the activity and performance of maintenance providers
- Confirm that maintenance providers are insured
- Perform regular inspections of the physical appearance and condition of the member’s properties to assess compliance with the Covenants, Restrictions and Bi-Laws of the Association **no less than 1 time(s) monthly**
- Follow up on complaints of violations or maintenance issues received from Association members or the Board
- Issue violation notices and take other appropriate action necessary to resolve a violation in accordance with Association documents and instructions of the Board
- Assist in the processing of Architectural Review applications
- Provide assistance in obtaining property, directors and officers, liability and other forms of insurance appropriate for Association
- Provide assistance in reporting and filing of insurance claims on behalf of the Association
- Provide a qualified, licensed on site CAM (Community Association Manager) to handle day to day needs of the residents, monitor and coordinate vendor efforts, ensure resident and owner compliance to Governing Covenants and Restrictions, perform property reviews, etc
- Provide a qualified on-site Maintenance Resource for the maintenance and repair of all common areas and facilities



Assessments

- Maintain assessment rolls
- Complete invoice or coupon billing to each Association member on a monthly, quarterly or annual basis as appropriate for the Association
- Collection/deposit of assessments into Association bank account(s) insured by FDIC

Accounting

- Community take Over and Accounting set up fee - Waived
- Preparation of monthly and year end financial statements
- Preparation of supporting financial reports including detailed general ledger, cash receipts and disbursement registers
- Preparation and delivery of a financial executive summary monthly detailing the Association's financial status, performance against monthly budgeted amounts and collections status.
- Maintaining and updating detailed accounts receivable records including agent reports
- Maintenance of Association bank account
- Preparation of monthly bank reconciliation
- Preparation of annual budget under guidance of the Association Board
- Preparation and approval of disbursements in accordance with the terms of approved vendor contracts or as authorized by the budget or Board

Tax and Association Reporting Requirements

- Preparation of IRS Form 1099 for vendor payments
- Coordinate the Preparation and filing of Federal tax returns
- Coordinate the Preparation and filing of State tax returns
- Preparation and filing of Annual Report required by the Florida Department of State
- Coordination and oversight of financial audit and reviews by independent CPA is required by statute or requested by the Board



Association Governance

- Preparation of monthly Management Reports for the President of the Association summarizing significant events and actions for the period
- Attend Board of Directors meetings and the annual membership meeting at request of the Board
- Advise Board of items that may be appropriate for meeting agenda
- Arrange for transcription of minutes upon request of the Board
- Prepare and mail proper notice for annual and special meetings
- Facilitate communications between the members and the Board

Maintenance of Association Records:

- Act as the custodian of official records and files of the Association including: - Minutes of Board Meetings, special meetings and annual meetings
- Annual and special meeting attendance records
- Accounting records including cash receipt and disbursement records
- Insurance records
- Federal and State tax returns and other tax related records
- Annual corporate filing



**PLAZA PROPERTY SERVICES, LLC
MANAGEMENT AGREEMENT**

ATTACHMENT “B”

SCHEDULE OF CHARGES TO ASSOCIATION FOR DIRECT EXPENSES

Envelopes, Stationary, Outside Printing, toner, etc. – one time annual fee of \$100

Copies/Printer/Facsimile – included

Mailing/Postage - Actual cost

Telephone Long Distance - included

Records Storage (historical/inactive files) - \$2 box/monthly

Assessment Notices/Coupons Copy – Will transition to e-mail invoices

Annual Report Filing - \$25

Special Assessment Processing - \$20/unit

Architectural Review Application Processing as provided in documents - included

Gate Access, Administration and Programming - \$50/month per device; devices paid for by PPS

Membership Vote Processing (exceeding 2 membership votes per year) - \$100.00

Change of Ownership :

Estoppels Processing - \$250.00 (** Charged to owner at time of closing)

Ownership Transfer Processing - \$100.00 (** Charged to owner at time of closing)

New Owner/Lease Application Processing (if applicable) - \$50 (** Charged to owner)



Delinquent Account Collections: (Paid by Association and charged to owner's account)

Processing returned, unpaid/NSF checks - \$25.00 or 5% if greater

Late Notice - \$5

Intent to Lien Letter - \$40

Lien Processing/Coordination - \$195

Documents/Copies/Other:

Hard Copy Governing Documents - \$25.00 (Charged to Owner/Prospect requesting such)

Soft Copy Governing Documents – No Charge

Unit owner request for copies of Association records (Legal) - \$.50 per page (Charged to Owner/Prospect requesting such)

Entry card/gate remote/access device replacement - \$50 each (Charged to resident)