

NOTICE

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Association Management Agreement

This Association Management Agreement (the "Agreement") is made and entered into this day _____ by and between **KINGPIN PROPERTY SOLUTIONS LLC DBA PMI TAMPA** (hereinafter, "PMI") and the Management Committee or Board of Directors (hereinafter the "Board") of _____ (hereinafter the "Association"), not individually but on behalf of all of the owners from time to time in units in the Association and on behalf of the Association which is organized, or is to be organized, pursuant to the statutes of **FLORIDA**;

RECITALS:

WHEREAS, under the provisions of the purchase contract with the purchaser of each property in the Association, the Declarations; Bylaws; Covenants, Conditions and Restrictions and all other governing documents of the Association, the owners delegate the Authority to manage the Association to the Board.

WHEREAS, the Board, on behalf of the owners, is authorized, and desires, to contract PMI to manage the Association, and PMI desires to be contracted to manage the Association, pursuant to the terms of this Agreement.

AGREEMENT:

- 1. Employment.** The Board hereby employs PMI exclusively to manage the Association for a period of one (1) year (the "Initial Term"), beginning _____, and thereafter renewed for yearly periods (each a "Renewal Period"), unless canceled by either party according to section 9 or 10 of this Agreement.
- 2. Property Management Obligations.** PMI shall manage the Association pursuant to the terms of this Agreement. PMI shall perform the services listed on **Exhibits A, B, C, D, and E** attached hereto and made hereof in the name and on behalf of the Board, and the Board hereby gives PMI the authority and powers required to perform such services.
- 3. Fees.** PMI shall be paid as outlined below:
 - 3.1. Management Fees.** The Board shall pay PMI a management fee equal to _____ **per month**. The management fee shall be paid monthly in advance. Hard costs for the mailing of newsletters, checks, notices to homeowners etc. shall be billed back to the Association by PMI as indicated in Exhibit A, and the Association shall reimburse PMI for such hard costs within thirty (30) days after receipt of an invoice therefore. In addition, PMI shall receive a one-time start-up fee of \$ _____ as compensation for managing the transition process from the previous management company and system setup. PMI PIKES PEAK may annually increase the fees listed above by an amount not to exceed 5% of the then-current management fee; provided that PMI gives notice of such increase to the Board during the



budget meeting which will be prior to the auto renewal date. The fee increase will take effect on the 1st day of the renewal date.

- 3.2. Title Requests.** PMI will create and disseminate closing letters on the Association's behalf according to the financial records that are kept by PMI pursuant to the terms of this Agreement. PMI will charge a fee that PMI deems reasonable (in PMI's sole discretion) for these letters, such fee to be paid by the seller or buyer of the respective property, and such fee to be retained by PMI. No such fee will be passed on to the Association at any time (it being understood and agreed that, while PMI will have the information to respond to such closing letter requests on behalf of the Association, the responsibility to respond is not part of the services offered and paid for as part of this Agreement). PMI uses a third party; HOMEWISE DOCS. PMI will charge 250.00; HomewiseDocs may charge an additional fee to the seller
- 3.3. Software Fees.** PMI will use software to manage the association. The software includes fully integrated systems for Accounting, Compliance, Vendor Management, and online access through a website. The website provides online access to both homeowners and board members to make online payments, review financial reports, access governing documents, view the calendar, and maintain a resident directory for the community. The Association will pay \$ 1.99 per month per DOOR for the software; this fee is in the monthly total.
- 3.4. Fining, Collections, and NSF Fees:** In the event that fines are assessed on a homeowner for violations of the governing documents, PMI does not add any administration fees for handling the fining process. In the event that a homeowner is sent to the association attorney for collections of past due accounts a **\$150.00** one-time collections administration fee will be charged to the homeowner. Any homeowner that has an NSF return of a payment will be assessed a \$10 NSF fee by PMI in addition to any NSF fees they have to reimburse the HOA for. These fees will be assessed on the owner accounts and collected from the Association by PMI when the owner makes their payments to the Association or upon termination of this agreement.
- 3.5.** PMI shall collect (and give receipts due to the association for, if necessary) all monthly, quarterly, semi-annual, or annual assessments and other monies that are due the Association with respect to the Property and for all rental and other payments from concessionaires, if any. All payments received by PMI will be applied in accordance with the Association Documents and State Statutes. PMI shall have no responsibility to collect delinquent assessments or other charges except to send courtesy notices of delinquency. However, PMI is hereby granted the limited authority to retain and engage a third-party collection agency, on behalf of the Association, to assist with the collection of delinquent assessments, as deemed necessary by PMI in order to maintain the financial health and well-being of the Property, so long as such engagement does not otherwise transfer, encumber, hypothecate, or sacrifice the Association's entitlement to its budgeted Assessments. FEES, AND SUBSEQUENT INCREASE THERETO, CHARGED BY THIRD-PARTY COLLECTION AGENTS SHALL BE SUBJECT TO THE ASSOCIATION'S PRIOR REVIEW AND WRITTEN APPROVAL



- 3.6. Additional Expenses.** PMI will be reimbursed for additional services expenses as detailed in **Exhibit A, B, C, D and E** attached hereto and made a part hereof.
- 4. Property Manager.** One of PMI's employees shall be designated as Property Manager for the Association. The Property Manager or other representative of PMI shall attend the required meetings of the Board as outlined in Exhibit A attached hereto and made a part hereof. The Property Manager or other representative of PMI shall, upon not less than 72 hours' notice, attend additional meetings of the Board or the Homeowners as requested. The Property Manager shall be custodian of the official records of the Board and the Association, if so desired by the Board, AND SHALL ENSURE THAT ALL SUCH RECORDS SHALL BE STORED AND MADE ACCESSIBLE TO THE BOARD AND THE ASSOCIATION ON THE SOFTWARE PORTAL PMI Tampa will
- 5. Liaison.** The Board shall designate a single individual who shall be authorized to deal with PMI on any matter relating to the management of the Association. In the absence of any individual designated by the Board, the President of the Board shall have this authority.
- 6. Structural Limitations.** PMI shall have no authority to make any structural changes in the Association or to make any other major alterations or additions in or to any building or equipment therein, except such emergency repairs as may be required (in PMI's reasonable opinion) because of danger to life, property or which are immediately necessary for the preservation and safety of the Association or the safety of a homeowner and occupants or as required to avoid the suspension of any necessary service to the Association.
- 7. Compliance.** The Board represents, TO THE BEST OF ITS KNOWLEDGE to PMI that all real and personal property of the Association is in compliance with City, County, State, Federal, or any public agency ordinances, laws, rules, or regulations, and agrees to indemnify, defend and hold PMI harmless of and from all loss, cost, expenses, and liability which may be imposed on them, or any of them, by reason of any present or future violation or alleged violation of such laws, ordinances, rules or regulations. Such indemnification shall survive the expiration or earlier termination of this Agreement.
- 8. Indemnification.** The Board shall:
- 8.1.** Indemnify, defend, and hold PMI harmless from and against all manner of loss, damage and liability (including court costs and REASONABLE attorney's fees) arising from any claim made against PMI or loss incurred by PMI as a result of or in any way arising from, relating to, or connected with PMI's obligations identified within this Agreement AS AND IF PROVIDED FOR AND COVERED BY THE ASSOCIATIONS INSURANCE (unless, in either case, PMI is finally adjudicated, INCLUDING VIA ARBITRATION to (a) have personally and not in a representative capacity violated constitutional provisions, statutes, ordinances, laws, or regulations and such violations directly AND/OR PARTIALLY caused any such loss, damage or liability, or (b) have directly AND/OR PARTIALLY caused such loss, damage or liability through PMI's gross negligence or willful misconduct).



- 8.2.** Carry at its own expense public liability, directors and officers, and workers' compensation insurance naming the Board and PMI as insureds thereunder. This insurance shall be in ACCORDANCE WITH APPLICABLE FEDERAL AND STATE STATUTES, THE ASSOCIATION GOVERNING DOCUMENTS, OR AS OTHERWISE DETERMINED BY THE BOARD. commercially reasonable amounts, form and substance sufficient to protect their interests hereunder. The Board shall furnish PMI, UPON REQUEST certificates evidencing the existence of such insurance.

9. PMI Cancellation.

- 9.1.** In the event it is alleged or charged that the Association or Board fails to comply with, or is in violation of, any: constitutional provision; statute; ordinance; law; regulation of any governmental body; or any order or ruling of any public authority or official, and PMI, in its sole and absolute discretion, considers that such action or position of the Association or Board may result in damage or liability to PMI in name or by lack of action, then PMI shall have the right to cancel this Agreement at any time by written notice to the Board. This cancellation shall be effective upon the service of such notice. Such cancellation shall not release the indemnities of the Board set forth in this Agreement and shall not terminate any liability or obligation of the Board to PMI for any payment, reimbursement, or other sum of money then due and payable to PMI hereunder.
- 9.2.** In addition, this Agreement may be canceled by PMI before the termination date specified in Section 1 above on not less than sixty (60) days prior written notice to the Association. In the event of such termination, PMI agrees to assist the Board in a commercially reasonable manner in the transition from PMI to PMI's successor as manager of the Association. Such cancellation shall not release the indemnities of the Board set forth in this Agreement and shall not terminate any liability or obligation of the Board to PMI for any payment, reimbursement, or other sum of money then due and payable to PMI hereunder.
- 9.3.** In the event that PMI chooses to not renew the agreement at the end of the end of the initial term, a 60 day written notice to the Board will be required. A 30 day written notice will be required at each additional renewed term.

- 10. Board Cancellation.** This Agreement may be canceled for any reason by the Board before the termination date specified in Section 1 above on not less than thirty (30) days prior written notice to PMI. Such cancellation shall not release the indemnities of the Board set forth in this Agreement and shall not terminate any liability or obligation of the Board to PMI for any payment, reimbursement, or other sum of money then due and payable to PMI hereunder. Association will be billed daily for additional services after the date of termination at 50.00 per day with invoice sent to new management company for payment WITHIN 30 DAYS AFTER receipt.



11. Notice. Any notice required or permitted to be served hereunder may be served by registered mail, certified mail or hand-delivery as follows:

11.1. If notice is being served on PMI:

**PMI TAMPA
2225 E Edgewood Dr
Lakeland FL 33803**

11.2. If notice is being served on the Board, then service is to the President of the Board at his or her home address AND BY EMAIL TO ALL CURRENT MEMBERS OF THE BOARD. Either party may change the address for notice by written notice to the other party. Notice served by mail shall be deemed to have been served when deposited in the mail.

12. Successors and Assigns. This Agreement shall be binding upon and insure to the benefit of the successors and assigns of PMI and the administrators, successors, and assigns of the Board.

13. Costs and Attorney Fees. Notwithstanding anything to the contrary provided herein, should legal action be necessary to enforce, construe, cancel, terminate, rescind or recover for the breach of the provisions of this Agreement, the prevailing party shall be entitled to recover all costs of suit, including reasonable attorneys' fees actually incurred therein and herewith.

14. Construction. In construing this Agreement, and in determining the rights of the Parties hereto, no party shall be deemed to have solely drafted or created the Agreement.

15. Entire Agreement. The Parties agree that this Agreement constitutes the entire agreement of the Parties hereto with respect to its subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the Parties relating to the subject matter of this Agreement which are not fully expressed herein. This Agreement is intended to replace, supplant, supersede and/or merge all prior oral and/or written agreements, negotiations and/or understandings and this Agreement represents the entire Agreement between the Parties.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of **FLORIDA** and each of the parties hereto consenting the exclusive personal jurisdiction of the courts of **FLORIDA** as if they were personally present in such State.

17. Execution by Counterpart. This Agreement may be executed in counterparts and shall be deemed fully executed by the Parties when counterparts hereof have been signed by each of them whether or not signatures of the Parties appear on the original or any one copy of this Agreement.

18. Electronic and Photocopies of Documents. Electronic transmission of any signed original document and retransmission of any signed facsimile transmission, shall be the same as delivery



of an original. Photocopies of any of the foregoing shall also be the same as delivery of an original.

- 19. Severability.** The provisions of this Agreement shall, where possible, be interpreted in a manner to sustain their legality and enforceability; any such portion not enforceable shall not affect the remaining terms of this Agreement.
- 20. Modification.** This Agreement may not be modified or waived other than in writing signed by all of the Parties bound hereto.
- 21. Representation.** The Parties hereby expressly state that each has been counseled that it is desirable to obtain independent counsel regarding the terms of this Agreement and has had the opportunity to be represented by competent counsel, that each has read the foregoing Agreement, knows and understands its contents, has discussed the contents with counsel or has independently determined not to discuss the matter with counsel, and agrees to be bound by its terms.
- 22. Headings.** The various headings used in this Agreement are for convenience only and shall not be used in interpreting the text of the section or paragraph in which they appear.
- 23. Authority.** Each of the undersigned represents and warrants that he or she has proper authority to enter into this Agreement and to bind such parties and entities as indicated in this Agreement and that the undersigned is not under any contract or agreement that prohibits entering into this Agreement.
- 24. Non-liability.** Notwithstanding anything herein to the contrary or as otherwise provided by law, PMI (including its officers, directors, shareholders, employees, agents, and affiliates) shall not be liable to the Association (including the Board and/or any condominium or home owner) for any action or inaction on the part of PMI during the course of PMI's engagement hereunder so long as the person against whom liability is asserted acted in good faith on behalf of the Association and in a manner reasonably believed by such person to be within the scope of his or her authority under this Agreement and in the best interests of the Association (including the Board and the condominium and/or home owners), unless such course of conduct involves gross negligence or willful misconduct.
- 25. Additional Representation.** To the extent permitted by applicable law and brokerage regulations and guidelines, PMI reserves the right to also represent owners, tenants, buyers or sellers in real estate transactions in the community managed by the Association PROVIDED SUCH REPRESENTATIONS ARE COMMUNICATED IN WRITING TO THE BOARD WITHIN TEN (10) DAYS FOLLOWING THE COMMENCEMENT OF ANY SUCH ENGAGEMENTS



IN WITNESS WHEREOF, the parties hereto have affixed their respective signatures this day of _____.

BOARD: _____

By its: _____

Printed Name

PMI: _____

By its: President

NICOLE REINHARDT

Printed Name

BOARD: _____

By its: _____

Printed Name



Exhibit A

Property Management Services

ASSOCIATION NAME:

PROPERTY MANAGEMENT OBLIGATIONS

1. Vendors. On the basis of the Budget, job standards, or wage rates previously approved by the Board, PMI shall hire, pay, and/or negotiate vendor or contractor agreements, and if necessary, supervise and discharge vendors, contractors, and other personnel required to maintain and operate the Association properly. All such personnel shall be vendors or contractors of the Association. All reasonable expenses payable on account of such shall be reimbursable expenses of the Association. Notwithstanding anything contained in this Exhibit A to the contrary, the Board shall have the right to negotiate and enter into contracts with contractors and vendors on its own and may reject any contract proposed by PMI. Major maintenance and repair projects (roofing, exterior painting, road repairs, etc.) shall be considered projects and project management fees shall apply as outlined in Exhibit A.
2. Services and Equipment. Subject to the direction of the Board, PMI shall PARTICIPATE AND HELP NEGOTIATE contracts for water, electricity, gas, telephone, and such other services for the common elements of the Association as may be necessary or advisable (in PMI's reasonable opinion). Up to 3 bids per year for any given service are included in the management fee and work for additional bids will be billed at the hourly rate listed in Exhibit A. PMI also shall purchase on behalf of the Board such equipment, tools, appliances, materials, and supplies as are necessary (in PMI's reasonable opinion) for the proper operation and maintenance of the Association. All such purchases and contracts shall be in the name and at the expense of the Board and/or Association. Any such purchases in an amount greater than **\$500.00 PER YEAR** (the "Approved Amount") shall be approved by the Board in advance, it being understood and agreed that any such purchases which total less than the Approved Amount or which are part of the regular contracted vendor services shall not require the prior approval of the Board.
3. Common Expenses. PMI shall pay from the funds of the Board and/or Association all expenses incurred by the Board and/or Association relating to the operation of the common elements of the Association. All invoices received directly by PMI shall be paid in accordance with the terms thereof with a copy of the same being submitted to the Treasurer of the Board on a monthly basis. PMI shall bear no responsibility for any late payment charge or penalty due a vendor unless such late payment charge or penalty is the result of PMI, solely, failing to pay such vendor in a timely manner.
4. Insurance. PMI shall maintain appropriate records of all insurance coverage carried by the Board and/or Association. PMI shall cooperate with the Board in investigating and reporting all accidents or claims for damage relating to the operation of the common elements of the Association including any damage or destruction to them. Site visits required to support such investigations would be charged at the hourly rate outlined in Exhibit A if the board approves such visits.



5. Expenditures. PMI may, on behalf of the Board and without prior consent, expend any amount or incur a contractual obligation in any amount required (in PMI's reasonable opinion) to deal with emergency conditions which may involve danger of life or property, may threaten the safety of the Association or the occupants, or may threaten suspension of any necessary service to the Association.
6. Maintenance and Repairs. Notwithstanding any other provision of this Agreement to the contrary, PMI has no authority or responsibility for maintenance of or repairs to non-common elements in the Association.
7. Collections. All monies collected by PMI on behalf of the Board shall be deposited in a custodial account in a state or national bank where deposits are insured by the FDIC separate and apart from PMI's own funds. PMI shall have the authority to draw on such account(s) for payments to be made to discharge all Association liabilities or obligations incurred during the term hereof. Additionally, PMI is hereby authorized to draw on a monthly basis, from the Association's account, THE amounts due PMI pursuant to SECTION 3.1 AND 3.3

Board Representative Signature _____

Date _____

Board Representative Signature _____

Date _____

Manager Signature _____

Date _____



Exhibit B Compliance Management Services

ASSOCIATION NAME:

SERVICES INCLUDED IN THE COMPLIANCE MANAGEMENT PROGRAM

1. Work with attorneys AND/or the Board to assist in the enforcement of covenants against a home and/or condominium owner and other legal issues. Litigation support/research is covered under hourly fees;
2. Conduct _____ inspections of the property for compliance with CC&R's based upon readily visible violations from Common Area streets, driveways and sidewalks as outlined in the management agreement. Inspections shall be conducted _____.
3. Prepare and send out letters to condominium and/or homeowners notifying same of their violation of the Association's covenants, conditions and restrictions ("CC&R") as requested by the Association based on inspections done by PMI or the board. Due to automation used for the printing and mailing, multiple violation letters to the same house will not be bundled and will mail separately; STAFF MEETINGS OF THE VIOLATIONS COMMITTEE AND REPORT ITS DECISIONS TO THE BOARD
4. Maintain accurate records of all CC&R violations;
5. COLLECT fines ASSESSED BY THE BOARD AND APPROVED BY THE VIOLATION COMMITTEE to condominium and/or homeowners who are in violation of the Association CC&R pursuant to the Association's policies and guidelines;
6. Accept telephone calls and emails from members regarding compliance issues and timely respond to same;
7. Work with County officials (Enforcement agencies: law and code) when needed to assist with enforcement;
8. Maintain all ACC Forms;
9. Such other reasonable services as PMI and Association shall, from time to time, mutually agree in writing.

Board Representative Signature _____

Date _____



Exhibit C

Financial Management Services

ASSOCIATION NAME:

SERVICES INCLUDED IN THE FINANCIAL MANAGEMENT PROGRAM

1. ASSIST IN THE PREPARATION OR Prepare annual operating budget AS REQUESTED BY THE BOARD FOR BOARD REVIEW AND APPROVAL.
2. Provide the Board with monthly financial reports including bank reconciliation as well as income and expense statements showing all transactions occurring since the last monthly income and expense statement. Provide copies to the Board on a monthly basis;
3. Collect association fees and assessments; IF owner is placed in collections, an initial set up will be billed to the owner of \$150.00
4. Manage the filing of the Association's annual registration with the FLORIDA SUNBIZ;
5. Assist the Association's accountant with the filing of all state and federal income tax return; however, such assistance shall be limited to providing information which is reasonably and timely requested by the accountant and in the possession of PMI;
6. Work with attorneys or the Board to assist in the collection of any delinquent association fees assessed against a home and/or condominium owner and other legal issues. Litigation support/research is covered under hourly fees;
7. Maintain accurate records regarding Association financial transactions;
8. Establish and maintain FDIC insured bank accounts on behalf of the Association (PMI shall have signatory authority on accounts);
9. Maintain a permanent invoice file. Receive and verify the accuracy of all Association invoices and timely remit payment to vendors performing services on behalf of or for the benefit of the Association;
10. Interact with and provide Association's auditors with access to Association records maintained by PMI;
11. Maintain a list of all the owners of units and/or homes under the authority of the Association, including current addresses and changes submitted by the Board and/or home or unit owners;
12. Assess fines to condominium and/or homeowners who are in violation of the Association CC&R pursuant to the Association's policies and guidelines as directed by the board;
13. Accept telephone calls and emails from Association members regarding financial matters and timely respond to same;
14. Unless otherwise directed by the Board in writing, cause the common elements of the Association to be maintained according to appropriate standards of maintenance consistent with the character of the Association (in PMI's reasonable opinion);



15. Attend 1 annual meeting and 4 Board Meeting to be scheduled during the contract period when needed as jointly determined by the board & PMI. Additional meetings will be billed at 150.00 per meeting. Extended meeting time will be billed at 150.00 per hour billed at 15-minute increments.
16. Such other reasonable services as PMI and Association shall, from time to time, mutually agree in writing.

Board Representative Signature _____

Date _____

Board Representative Signature _____

Date _____

Manager Signature _____

Date _____



Exhibit D

Amenity and Gate Access Management Program

ASSOCIATION NAME:

SERVICES INCLUDED IN THE AMENITY ACCESS MANAGEMENT PROGRAM

PMI Services:

1. Process owner payments for replacement gate devices (board sets price)
2. Coordinate vendors for all necessary repairs
3. Receive calls and emails from owners for gate support
4. Make changes to gate schedule as requested by board (garage sales, open houses, etc.)
5. Update pool gate lock code for season opening and closing to manage access
6. Update resident lists as requested (names, pin codes, phone numbers)
7. Process changes to the owner list when residents move in/out of the neighborhood
8. Program and mail out replacement gate devices when ordered
9. Manage access for all approved vendors and remove vendors no longer employed by the HOA
10. Review access records for the board when requested and needed for incident investigations

Board Representative Signature_____

Date _____

Board Representative Signature_____

Date _____

Manager Signature _____

Date _____

Exhibit E

Leasing Management Program

ASSOCIATION NAME:

SERVICES INCLUDED IN THE LEASING MANAGEMENT PROGRAM

1. Annual review of all units via the tax assessor database to search for “hidden” leasing situations
2. Creation and upkeep of a list of all units/owners approved for Leasing;
3. Creation and upkeep of a leasing waiting list for homeowners requesting to lease their units;
4. Creation and upkeep of a list of tenants' names and contact information;
5. Inclusion of tenants in the association website with “renter” level access;
6. Inclusion of tenants in the violation system including sending notices to them when needed;
7. Regular monitoring of the approved leases to ensure the proper actions take place at the leasing expiration and renewal dates;
8. The creation of quarterly reports for the Board of Directors outlining the current status of the leasing program for your community;
9. Ensure that the leasing cap status is communicated to all sellers and closing attorneys when units are up for resale;
10. Coordinate with the Association attorney as needed for enforcement of the leasing provisions;
11. Assess and collect costs for this program from the leased units by the authority of the Specific Assessment clause in the Community Covenants;

Board Representative Signature_____

Date _____

Board Representative Signature_____

Date _____

Manager Signature _____

Date _____