

**GRAND VISTA AT RIVERWOOD NEIGHBORHOOD ASSOCIATION, INC.
MANAGEMENT AGREEMENT**

THIS AGREEMENT made this 12th day of AUGUST, 2020 by and between GRAND VISTA AT RIVERWOOD NEIGHBORHOOD ASSOCIATION, INC., herein called ASSOCIATION and STAR HOSPITALITY MANAGEMENT, INC., a Florida Corporation, herein called AGENT.

1. This agreement is made in consideration of the services to be rendered hereunder by the AGENT and compensation agreed upon by the ASSOCIATION for such services.

2. ASSOCIATION appoints the AGENT as exclusive AGENT for the management of the ASSOCIATION effective as of the TWENTY-FOURTH of AUGUST, 2020, and the AGENT accepts appointment, subject to the terms and conditions set forth in the agreement.

3. In consideration for the MANAGEMENT SERVICES rendered to the ASSOCIATION by AGENT under this agreement, the ASSOCIATION agrees to pay the AGENT the sum of ONE THOUSAND TWO HUNDRED DOLLARS (\$1,200.00) per month for each month of service rendered, payable in advance on the first day of each successive month of the agreement. Additionally, there will be a one-time setup cost of \$200.00.

4. The AGENT agrees to furnish the services of its organization, to exert its best efforts, and to exercise the highest degree of professional skill and competence in managing the ASSOCIATION property (exclusive of individual units) as described in the MANAGEMENT TASK OUTLINE, in order to provide the ASSOCIATION with the highest degree of economical operations consistent with the proper management and maintenance of the Property and the discharge of the obligations of the ASSOCIATION and the AGENT as set forth in the ASSOCIATION'S Declaration of Condominium, Articles of Incorporation and Bylaws.

5. The AGENT hereby accepts the following responsibilities, authority and duties:

- a. To attend all meetings of the ASSOCIATION and its Board of Directors, providing secretarial service as needed.
- b. Hire, supervise and approve payments (on ASSOCIATION's behalf) for contract personnel.
- c. To enter into contracts (with Board approval) to maintain and repair condominium property.
- d. To approve all invoices for materials purchased for ASSOCIATION use, and services for which contracts have been let.
- e. Estimate all line item maintenance expenses for budget and/or cash flow development, as covered by this agreement.
- f. To cause to be placed or kept in effect all insurance required or permitted in the Documents
- g. To implement enforcement procedures with respect to non-payment of maintenance fees by ASSOCIATION unit owners under the direction and supervision of ASSOCIATION's Board of Directors.
- h. To serve notices upon occupants and/or unit owners when necessary; to bring legal action or proceedings to recover money, damages, or possession of the property; and, to compromise and settle such actions with the approval of the ASSOCIATION. Further, to incur collection fees, costs and legal fees as required to perform these services on behalf of the ASSOCIATION with concurrence of the Board of Directors.
- i. To cause compliance with laws, statutes, ordinances and rules of all governmental authorities, relating to the ASSOCIATION (Corporation) business.

j. To furnish proof of current Community Association Manager License and proof of insurance.

k. To maintain records describing management services rendered.

l. To assure ASSOCIATION, AGENT receives no gifts, services, or use of facilities, furnished or paid for by persons or businesses with whom AGENT does business on behalf of the ASSOCIATION.

6. The ASSOCIATION gives to the AGENT and the AGENT hereby accepts, the following responsibility, authority and powers regarding the property:

a. The AGENT will maintain the property, cause to have the common elements repaired as deemed necessary by the Board of Directors, in accordance with sound management and maintenance policies, and in a manner acceptable to the ASSOCIATION, within the specific limitations imposed by the ASSOCIATION and further described in the "Management Task Outline", attached. AGENT has not been given any control of the common areas or amenities and will only implement decisions of the Board of Directors. AGENT shall not be responsible to determine if the ASSOCIATION is in compliance with any state, federal or local law.

b. Special emphasis will be given to preventative maintenance and planning for buildings and grounds.

c. AGENT will contract with qualified independent contractors for maintenance and repair with concurrence of the Board of Directors.

d. AGENT is authorized to purchase all materials, supplies, and services necessary to carry out its responsibilities. Any purchase over the sum of \$150.00 shall be approved by the Board, in advance, with exception of recurring monthly expenses under contract. Proof of all purchases shall be provided for ASSOCIATION records.

e. AGENT shall systematically and promptly receive and investigate all service requests from occupants and take such action as deemed prudent, necessary and justified. All requests will be reported to the Association Board. Requests shall be received by AGENT during reasonable business hours, Monday through Friday, except in case of emergency. AGENT shall provide names of contact(s) at all times for emergency purposes. All requests shall be made to the manager in writing or via e-mail.

f. The ASSOCIATION shall have the right, at any reasonable time, through its attorney, accountant, or any other representative, or in person; to inspect the records kept by the AGENT pertaining to the property; including, but not limited to, Annual Corporate Filings, Workman's Compensation records, correspondence, and all other records dealing with the management of the property. The ASSOCIATION shall have the further right to have an audit made of all account books and records pertaining to the management of the property.

g. With respect to the fiscal year ending, AGENT shall, at ASSOCIATION's expense, cause an annual financial report to be prepared by a Certified Public Accountant or other person acceptable to the ASSOCIATION, based on the books and records of the ASSOCIATION and AGENT unless otherwise waived by the membership. This report will be certified by the preparer and will be submitted to the ASSOCIATION within ninety (90) days following the expiration of the fiscal year.

h. The AGENT will furnish monthly reports in detail in respect to the Financial Accounts. Such reports shall be furnished to the ASSOCIATION by e-mail delivery to each Board member by the 18th of each month. This will include a year-to-date general ledger each month.

i. In the event that the balance in the operating account is insufficient, at any time, to pay the disbursements due and payable, the AGENT shall inform the ASSOCIATION of said deficiency and the ASSOCIATION will then remit sufficient funds to cover the deficiency. In no event will the AGENT be required to use its own funds to pay such disbursements.

j. The AGENT shall, in addition to securing its own liability insurance, be named as co-insured on the ASSOCIATION insurance policies relating to public liability.

7. The AGENT shall refer matters requiring legal or accounting services to qualified professionals, approved in advance by the ASSOCIATION, and shall charge the ASSOCIATION for said services.

a. The Association shall indemnify and save Agent and its employees, officers, directors, and shareholders harmless from any and all claims, costs, expenses, demands, attorney's fees, suits, liabilities, judgments, and damages arising out of this Agreement or in connection with the operating of the Association by Agent or the performance or exercise of any of the duties, obligations, powers, or authorities granted to Agent to the extent such claims do not arise as a result of Agent's or Agent's Management personnel gross negligence, acting contrary to the Board's instructions, or intentional acts or omissions, including any intentional failure to comply with the provision of the Agreement. The provisions of this paragraph shall survive the termination of this Agreement.

8. In addition to the AGENT's monthly fee, the ASSOCIATION agrees to pay AGENT for the following reimbursable expenses:

a. Office supplies and administrative costs, including but not limited to: file folders, envelopes, stationery, checks, postage, long distance telephone calls, mailing labels, and delivery services (if applicable) shall be reimbursed to Agent at Agent's cost.

b. Photocopies shall be reimbursed at a cost of \$.15 per B&W copy and \$.25 per color copy.

c. Facsimile transmissions (outgoing and incoming) shall be billed at \$1.00 per page.

d. Insurance claims of \$10,000 or more: The AGENT shall provide additional management services, as may be available, beyond the normal scope of the Management Agreement, to be charged at the hourly rate as agreed upon by both parties. These additional management services are not considered to be the services of a public adjuster.

e. Additional services such as legal matters other than collection issues (i.e. depositions, etc.), special accounting projects and renovation projects: janitorial personnel- \$25 hour; maintenance personnel-\$35 hour (\$50 hour for after business hours and on weekends); administrative assistant-\$35 hour; property manager and accounting personnel-\$50 hour; officer-\$90 hour; after hours non-emergency call outs-\$50.

f. Completion of lender questionnaires, Estoppel certificates, and rental/purchase applications-for an amount not to exceed as allowable per the Statute. AGENT shall charge the requestor for any of the afore-mentioned services.

g. Star Hospitality Conference room rental-\$20.00 per meeting. Coffee and beverage service available at an additional cost. Zoom-\$10.00 per session.

9. This agreement shall terminate upon the occurrence of any of the following events:

a. Upon sixty (60) days written notice of termination hereof given by either party to the other with or without cause or without notice in the event of gross negligence.

b. In the event that a petition is filed in bankruptcy or against AGENT (or) by or against ASSOCIATION or should either party take part in any insolvency act.

c. Upon termination hereof, AGENT shall immediately turn over to ASSOCIATION all funds, keys, and records in respect to the Property held by the AGENT (less all proper charges and expenses for which provision is made herein, including AGENT's management fee through the date of termination). AGENT shall furnish the ASSOCIATION with a detailed account relative to its status as of the date of termination. Said termination shall not affect any liability or other obligations accrued prior to termination.

10. Any claim or dispute arising hereunder, including whether such dispute or claim is arbitratable, shall be settled by arbitration. The arbitration proceedings shall be conducted under the applicable rules of the

American Arbitration Association or its successors in effect at the time a demand is made for arbitration under the rules. The decision of the arbitrators, including determination of the amount of any damages suffered shall be exclusive, final, and binding on both parties, their respective heirs, legal representatives, successors and assigns. The arbitration board shall consist of three arbitrators, one chosen by each of the parties and the third selected by the two arbitrators so chosen. Any arbitration proceeding will be held in Charlotte County, Florida.

11. ASSOCIATION and AGENT further agree that AGENT is an Independent Contractor and not an employee of the ASSOCIATION. ASSOCIATION shall acquire a fidelity bond in the amount of not less than one hundred percent (100%) of its budget for all persons handling ASSOCIATION funds, including AGENT.

12. No Board member, officer, or other legal representative of the ASSOCIATION shall have any personal liability for any sums payable to AGENT hereunder.

13. This instrument is personal to AGENT and it may not assign or delegate any of its rights or obligations hereunder without written consent of the ASSOCIATION.

14. No amendment, addition, or other modification hereto shall be binding unless in writing and signed by all parties. If any provision hereof shall be declared invalid by a tribunal of competent jurisdiction, such shall be severed and deleted, and this instrument restated as if such provision did not exist.

15. This instrument shall be governed in all respects, whether as to validity, construction, and capacity, performance or otherwise, by the laws of the State of Florida. Further this instrument shall not be construed more strongly against a party because of such party's participation in drafting and preparation thereof.

16. This instrument governs only the Property of the ASSOCIATION and any agreements between the AGENT and individual owners of units within the property shall be separate agreements between those parties in accordance with standard real estate practices.

17. This agreement is for a period of One Year (12 Months) from the aforesaid date. If neither party has given the other 60 days written notice of its desire to terminate this agreement at the end of the given year, then the term shall be automatically renewed for an additional one-year term and such renewals shall continue on a year-to-year basis unless terminated as hereinafter provided. This agreement may be terminated, after either party has given written 60-day notice, at any time during the contract period.

18. Increases to the Management Fee must be submitted in writing to the Association with a minimum of thirty (30) days notice with no increase being implemented any sooner than the first anniversary of the effective date of this Agreement. There will be no more than one increase in any twelve-month period.

IN WITNESS WHEREOF, The parties have executed this instrument on the effective date listed below:

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

GRAND VISTA AT RIVERWOOD
NEIGHBORHOOD ASSOCIATION, INC.

Julie Smith
WITNESS

Kary L. Bell
PRESIDENT

Edward M. Rose
WITNESS

Sherry Ranko
STAR HOSPITALITY
MANAGEMENT, INC.
CAm / President
TITLE

EFFECTIVE DATE: 8-24-2020

GRAND VISTA AT RIVERWOOD NEIGHBORHOOD ASSOCIATION, INC.

MANAGEMENT TASK OUTLINE

The following addendum to the MANAGEMENT AGREEMENT is hereby acknowledged.

CERTIFIED CONDOMINIUM MANAGER:

NAME: Sherry Danko
COMPANY NAME: Star Hospitality Management, Inc.
ADDRESS: 26530 MALLARD WAY
CITY/STATE/ZIP: Punta Gorda, FL 33950
PHONE: 941-575-6764 OR FAX 941-575-7968
PRINCIPAL OR OWNER IF OTHER THAN CERTIFIED: Sherry Danko
CONDOMINIUM MANAGER LICENSE NUMBER: 33693

CUSTODIAL DUTIES CONTRACTED: ZERO (0) HOURS PER WEEK. (If applicable.)

I. ADMINISTRATION

All communication with the association and action to be taken by the management firm will be coordinated through the President or designated representative.

- A. Schedule periodic walk through of the buildings and property looking for areas requiring improvement.
- B. Enforce Association Documents. Prepare and mail violation letters as applicable.
- C. Attend all Board of Directors' meetings.
- D. Review all maintenance invoices and approve for payment those which cover reasonable goods and/or services.
- E. Provide emergency services to owners and/or list of suggested service companies for repairs inside their units which are their responsibility.
- F. Purchase all supplies and services (at best possible prices) necessary for operation of the common property, except as specified in other contracts. Will review and approve invoices in conjunction with the Board.
- G. At the President's or his/her designated Representative request, develop specifications and obtain multiple bids for services to be let by contract and provide an evaluation of the companies and/or contracts for the Board of Directors.

- H. Enforce all applicable maintenance contracts let, such as, but not limited to:
 - 1. Landscaping
 - 2. Swimming pool
 - 3. Pest control in and around buildings.
 - 4. Review roof conditions with roofing contractor.
- I. Advise contractors of the safety and fire hazard precautions expected.
- J. Maintain records of maintenance contracts solicited and see that actions are taken to assure the association is protected.
- K. Obtain "Proof of Insurance" forms from all contractors.
- L. Obtain "Waiver of Lien" form from contractors performing work which requires major purchases from other suppliers of goods and services.
- M. Coordinate all maintenance contractors to assure practical sequence of work performed.
- N. Inspect buildings for unsafe and other conditions monthly.
 - Arrange for the repair of unsafe conditions immediately.
- O. Advise the President or his/her Designated Representative of licenses, documents or contracts approaching renewal date and take or advise suggested action.
- Q. Agent will process, as requested, all rental and resale applications as required by the Association at a fee not to exceed the amount allowable by the Statute, at the cost of the buyer/seller. Processing includes the handling of the application, issuance of estoppel letter and certificate of approval.
- R. Assure continuity of services throughout the summer months and employee vacation periods.
- S. Assist in the bidding process for all applicable insurance policies.
- T. Advise Board of compliance issues with laws, statutes, ordinances and rules of governing bodies.

II. OFFICE SERVICES

- A. File copies of all records in the Association office.
- B. Prepare and post notice of all official meetings as directed in statutes.
- C. Assist with the preparation and distribution of materials for the annual membership meeting.
- D. Record minutes of Board and annual membership meetings, distribute minutes, reports, etc., and maintain "Minute Book".

- E. Copy and distribute periodic communications to the members, including the annual meeting information, annual financial report, etc.
- F. Assist in the development of budgets containing operating expenses and fully funded reserves.
- G. Make a written report to the Board of Directors covering substandard physical, operational or financial conditions for scheduled Board Meetings.
- H. Monitor reserve balances and advise treasurer when new investment instruments should be purchased, keeping in mind the upcoming expenditure requirements.

III. ACCOUNTING AND FINANCIAL SERVICES

- A. Association files are housed in the Association office and are to be secured to prevent unauthorized use.
 - File copies of all records in the Association office.
- B. Receive and record owner maintenance fees in the accounts for each unit.
- C. Prepare individual statements annually or as required.
- D. Make all bank deposits.
- E. Maintain complete accounting system acceptable to Florida statutes, including the development of budgets containing operating expenses and fully funded reserves.
- F. Pay all bills in a timely fashion with Board approval by e-mail for non-recurring expenses.
- G. Collect delinquent accounts. Work with attorney for liens and foreclosures.
- H. Make a written report of financial conditions to the Board of Directors for their scheduled meetings.
- I. Arrange for an annual review/audit of accounts if applicable.
- J. Maintain reserve balance and advise treasurer when new investment instruments should be purchased, keeping in mind the upcoming expenditure requirements.
- K. Provide Monthly Financial Statements, including, but not limited to, Income Statement, Balance Sheet, Accounts Receivables, Accounts Payable, and Bank Reconciliations.

IV. SKILLED MAINTENANCE

- A. Provide suitable contractors for the skilled maintenance or repair required for:
Electrical, Plumbing, Carpentry, Masonry and Painting.
- B. Major projects will be approved by the Board as separate contracts for which the Association will develop the complete specifications.

C. Inspect completion of work and advise Board of status. Follow up as appropriate.

V. CUSTODIAL ACTIVITIES (If contracted.) **Not Applicable.**

1. Maintain all pool furniture so it appears clean at all times. Scrub and rinse to remove mold and mildew when necessary.
2. Pool deck to be kept looking fresh and free of mold and mildew at all times.
3. Restrooms to be serviced and stocked with supplies.
4. Maintain fresh appearance, sweep carpets of elevators each week and keep elevator door track clean (if applicable).
5. Check dumpster rooms each week and keep neat and clean. Pressure wash dumpster rooms as necessary.
6. Routinely check and replace burned out bulbs. Clean and repair fixtures as indicated by owners on AVO forms.
7. Building Cleaning, on service of each building and adjoining carport:
 - a. Brush all ceilings and walls removing bugs and webs.
 - b. Brush all light fittings removing bugs and webs.
 - c. Wipe down all handrails
 - d. Sweep during season or use blower during off season all walkways after walls are brushed.
 - e. Pressure-wash all walkway and building stains as necessary.
8. Monthly check all elevator phones for service.
9. Monthly check all water shut off valves are in working order on each building.
10. Bi-Monthly check each vacant unit when accompanying pest control service, for possible water intrusion.
11. Semi-annually, remove all light fittings, wash out globe and clean fixtures thoroughly.
12. Maintain the overall property in a neat and tidy appearance.
13. Report any unusual activities or possible concerns for damage to the Association property.

Initial

GV
SD

Date

8/12/2020
8/13/2020