ATTACHMENT A
SCOPE OF SERVICES

A. The Association Management Fee:

The management fee for the services described in this proposal for Johns Creek **Homeowners Association** will be Two thousand three hundred seventeen dollars ($2,317.00) monthly based on approximately 618 total homes in the community.

B. Management services for Johns Creek Homeowners Association included in the Base Fee:

1. Provide transition phase prior to contract starting, free of charge or set up fees to Association.
2. Provide all accounting functions for community including annual billing or coupon books.
3. Provide two options for Association accounting software (Yardi or TOPS).
4. Set up accounting records on a cash or accrual basis based on Association preference.
5. Provide banking option which offers on line payment options for association owner payments at no cost to the association if requested.
6. Lock box accounting offered at no yearly fees (currently).
7. Local accounting department to answer questions, concerns and consultation as needed.
8. Make timely deposits; assess late fees and interest on accounts.
9. Send out monthly reconciled financials records to the Board.
10. The management company will gather all necessary information for the Board appointed accountant to file the annual Association tax return.
11. Send out two additional notices for nonpayment of dues and with Board approval have attorney send demand letters and additional court action if necessary.
12. Monitor association owner's diligent accounts through clerk of courts as requested and necessary.
13. Coordinate and oversee local collection company as requested to collect outstanding dues and other charges owed to association. Service is at no cost to Association other than a small percentage of collected money to be paid directly to the collection agency. Additionally, if Association documents allow, have collection recovery cost added to owner's outstanding balance.
14. Coordinate and oversee local attorney to initiate court action for foreclosure to recover outstanding dues, charges and covenant enforcement (injunction) with no upfront cost to Association. Additionally, if Association documents allow, have all recovery cost added to owner's outstanding balance to be paid by owner subject to outcome of court action etc.

15. Maintain roster of all owners of property within Association.

16. Provide off site property manager paid By Signature Realty & Management with full backup support.

17. Manager is available 9-5 by phone and/or in person Mon - Fri for questions/concerns. Manager is also available after hours and weekends for emergencies.

18. Manager of community will be a licensed CAM in the State of Florida.

19. **Inspect community (drive-by and or walk as necessary), one time per month along with emergency and site specific inspections as necessary.**

20. Send out two violation/complaint letters as necessary per issue, and with Board approval have attorney send demand letters and additional remedies to include court action if necessary.

21. Provide monthly written management summary report of violations, letters sent, community updates etc. to President and/or whole Board monthly.

22. Oversee Association contracts for completion and obtain reasonable number of bids based on scope and cost of work necessary.

23. Research and preparation of initial annual budget with Board direction and input for final Board approval.

24. Attend maximum 12 Board/annual meetings, as requested, per year.

25. Take association minutes for Board and Owner's meetings (as requested).

26. Prepare and send out homeowners' annual meeting notices.

27. Maintain individual owner correspondence files.

28. Maintain association records for the past seven years.

29. Receive, coordinate and process ARC requests (except for actual approval).

30. Coordinate off duty Jacksonville Sheriffs officers, St. John's county officers or other security companies for association security requirements as needed.

31. Become registered agent for association upon request (no additional charge).

32. Manager will be liaison between Board and Association attorney staff.

33. Manager will forward all relevant correspondence to the Board.

34. Manager will oversee association newsletter (completion and preparation for mailing) if offered by Association.

35. Manager will interact and update community website, as requested and agreed.

C. The following to be paid by the Homeowners' Association (or homeowner) based on our cost:

1. Postage for sending letters, notices, violations etc. including certified, registered, priority mail and the like.

2. Printing, copying and reproduction on behalf of Association.

3. Folders, binders and other misc. supplies necessary for the operation of the Association.

4. Each homeowner requesting a Certificate of Assessment or estoppels will be billed directly by the management company to the owner or purchaser.

By fixing our signatures to this document, we the undersigned do hereby agree that the schedule of fees **(ATTACHMENT A)** is incorporated into and becomes a binding part of the community management agreement between Johns Creek **Homeowners Association** and Signature Realty & Management, Inc. Please note some services provided by vendors working on your Association through Signature Realty & Management or subject to changes in terms and or cost.

Agreed to by:
Signature Realty & Management Inc.

Bryan Cantrell

Date: 10/21/2012

Johns Creek
Homeowners Association

President/Representative

Date: 10-24-12

SECTION V

HOMEOWNER ASSOCIATION MANAGEMENT AGREEMENT

HOME OWNERS ASSOCIATION
MANAGEMENT AGREEMENT

This agreement, starting the 1st day of January, 2013 by and between The Board of Directors of the Johns Creek H**omeowners Association** consisting of all owners of units within Johns Creek (hereinafter called "Association"), and Signature Realty & Management, Inc. (hereinafter called "Agent").

NOW, THEREFORE, it is hereby mutually agreed as follows:

1. The Association does now hereby engage the Agent to represent it (the Association) pursuant to the terms and duties referenced below for an initial term of one year beginning the 1st day of January, 2013 and automatically renewing for one year terms unless terminated in writing by either party 60 days prior to the expiration of the current term.

2. A. The Agent accepts appointment for the term stated and on the terms and conditions hereinafter provided:

   B. The Agent understands that the Board of Directors of the Association is charged with the responsibility of the overall operation and management of the Association and the property and improvements owned by the Association and the Agent agrees notwithstanding the authority given to the Agent in this agreement, to confer frequently and fully with the Board of Directors of the Association, to attend Directors meetings and to confer with the Board of Directors of the Association on all matters of an emergency nature and at such other reasonable times as the Board may request. The minimum number of personnel assigned to your Association will be one manager along with accounting staff. The Association agrees that it shall not employ in any capacity any current or former agent or employee of Signature Realty & Management for a period one year from the termination of this management agreement

   It is hereby agreed that the management fee provided for in this Agreement shall include compensation for attendance at Board meeting(s) of the Association (upon request from the liaison Board member); provided Agent shall not be required to attend more than 12 **board/ annual meetings per year,** (said meetings to be limited to two (2) hours in length except annual meeting), without additional compensation of $35.00 dollars per hour. It is further understood and agreed that the authority and duties conferred upon Agent are confined to the common elements as defined in the Plat and Plan of the Homeowners Association and Declaration for the Association and all properties owned by the Association. Such authority shall not include management or supervision of individual properties except as specifically provided for in the By-Laws or as requested in writing by the Board of Directors and agreed to by Agent.

   C. The Board of Directors of the Association shall appoint up to two members of said Board as liaison officers and all communications between Agent and the Board of Directors shall be with the appointed liaison officers. The Agent shall be entitled to rely on any written or oral representation or directive of any liaison officer appointed and, for purposes of this Agreement, the liaison officer shall speak for the entire Board of Directors in making said representations and directives.

3. A. In order to facilitate efficient operation, the Association shall furnish the Agent, if possible, with a complete set of plans and specifications for the development. Agent will inform itself with respect

to the layout, construction, location, character, plan and operation of the lighting and plumbing as well as the mechanical and other equipment in the development as necessary. Agent shall assume no responsibility for managing areas other than the common elements.

B. Agent shall also purchase on behalf of Association such tools, equipment, materials and supplies as are necessary for the proper operation and maintenance of the community. All such contracts and orders shall be subject to the limitations set forth in the agreement. When taking bids Agent shall act at all times under the direction of the Board of Directors and shall be under a duty to credit the Association any discounts, commissions or rebates reasonably obtainable as a result of such purchases. Payment for all purchases or contracts shall be at the expense of the Association.

C. Receive all service requests concerning the common elements and take action as necessary to complete said request. To this end, Agent will maintain office hours M-F 9-5 except certain holidays and also maintain a twenty-four hour telephone number for Board members. This telephone will be answered by a staff member of the Agent during most of the normal business hours and by an answering service at all other times, (said answering service will be able to contact members of Agent's staff for any true emergency that may arise).

D. Report to the board immediately any and all directives or instructions of any federal, state, county or municipal authority, or insurance underwriters pertaining to the development not to exceed 72 hours after time of their receipt by the Agent. Agent shall provide to the board such factual documentation regarding said directive or instruction as the Board may direct and will coordinate with the Board in implementing such action as may be necessary to comply with said orders or directives. Agent shall not take any action under this paragraph without specific approval of the Board.

E. Review common areas and elements as necessary, in accordance with the operating budget of the Development according to the standards set by the Board of Directors, and subject to the Articles, Declaration, Bylaws and Covenants and Restrictions of the Association. Except for utility bills, insurance premiums and other such items as specifically authorized in the operating budget, Agent shall not authorize or incur expenses for any one item or repair or replacement in excess of five hundred dollars ($500.00) at any one time unless authorized by the Board or unless such expense is necessary because of an emergency condition. If Agent must authorize such emergency expenditure without the advice and consent of the Board, Agent must, within a 72 hour notice from time received by agent, inform the Board of the action taken and reason therefore. Agent shall not incur any financial obligation on behalf of the Association maturing more than one (1) year form the creation thereof without the prior approval of the Board. Agent shall seek out vendors when requested by the Board to obtain up to three bids for contract work to be performed for the Association. The final decision to employee vendors and authorize signing of contractual work for the Association will be the responsibility of the Board.

F. When authorized and requested by the Board of Directors, Agent shall procure, if association funds are available, and keep in force if available, all insurance (if policies are available) required by the Association under the By-Laws and declaration and such other insurance as the Board may agree upon or is required by law. All insurance shall be placed with companies and in amounts acceptable to the Board and which shall include Agent as co-insured as its interest may appear.

Agent shall make full reports to the Board of all accidents for claims of damage relating to the operation, maintenance or management of the common elements and limited common elements

of the Community and shall cooperate with the Association in respect to any insurance company claims or reports. Association agrees to defend agent in any legal action involving Johns Creek **Homeowners Association** in which agent (Signature Realty & Management and its agents or employees) is involved or made a part of except in such cases where Agent is grossly negligent in their actions involving the reason for the legal action.

4. A. A minimum of sixty (60) days prior to the end of each fiscal year, the Agent shall help with a preliminary budget for the Board (as requested) in conformity with the provisions of the By-Laws or other Association documents applicable based upon the then current schedule of assessments, financial and physical condition of the Association for the following fiscal year showing anticipated receipts and expenditures for services that the Association will receive. The Board shall review and approve a final version of the proposed budget and set the final schedule for assessments for the upcoming fiscal year and submit this to Agent at least forty five (45) days before commencement of the fiscal year.

   B. Agent agrees to maintain records of the Association going back to a maximum of seven years at Agents office and or Agents storage facility except for board committee and annual minutes (back up copies can be kept with management company). Any records beyond seven years can be maintained by Agent for a monthly fee to be agreed upon by Agent and Association. Such records being maintained by Agent on behalf of Association shall be available for inspection by any member of the Association during normal business hours by prior appointment with manager. Association members will have the right to make copies of the official documents that are permitted by law subject to applicable charges by the Agent to the member for photo coping etc. Please note that Signature Realty & Management cannot be liable for the accuracy or completeness of records to include compliance with **chapter 720** of the Florida Statutes prior to managing the Association. Agent shall provide to the Board no later than the 25th of the following month a full set of financials to include Income and expense statement with monthly and year to date expenditures, balance sheet, list of aged receivables, general ledger etc. All financial records are available for members to view by request and appointment with the assigned manager of the Association. The Agent shall deliver, upon request from the Board of Directors, to a certified public accountant designated by the Board and, at the expense of the Association, all information in Agent's possession to facilitate a complete independent annual compiled review or audited financial report to include but not limited to local, state and federal tax authorities.

5. A. All expenses of operation and management of the Association shall be paid by the Association's general operating fund. The Association shall maintain an adequate balance in its operating account to pay current operating expenses. Associations funds will be maintained by Agent at financial institutions recommend by Agent but approved by the Board and reflect the custodial nature of the accounts. The Association agrees to allow Agent to draw funds on said operational accounts of the Association to discharge liabilities or other obligations incurred by Association to include payment of Agent's compensation and reimbursements. Agent will accept the following forms of payment from members of the Association at the Agent's office to include; checks, money orders, bank drafts, certified funds. If Association elects to use lockbox banking then additionally credit cards and e-checks can be accepted through the banking institution being used for this service.

   B The overhead expenses of the Agent which include the salaries, central office expenses and other expenses of the Agent shall not be a reimbursable expense except as noted within this agreement.

6. A. The Association shall pay the Agent the management fee of Twenty Seven thousand Eight Hundred dollars ($27,800.00) **per year, payable at Two thousand three hundred seventeen** dollars **($2,317.00) per month.** The fee is based on approximately 618 homes as also outlined in attachment A and included as a part of this agreement. This management fee shall be due on the first of each month and paid within 15 days of the due date along with other fees and reimbursements of Agent. This management fee may be negotiated sixty days prior to the beginning of each contract renewal period.

   B. The Agent shall not normally provide any clerical services for the Association other than those matters set forth in the Agreement and any additional clerical work shall be at the expense of the Association. The Association shall pay for all printing and postage costs and any materials distributed by the Agent on behalf of the Association. Agent shall not be responsible for assisting, providing or maintaining any rental programs for the Association unless agreed to by separate agreement by Agent and Association. If Association request during the term of this agreement to impose a special assessment on its owners then Association agrees to compensate Agent at a rate of Ten ($10.00) Dollars per unit upon starting the task for its efforts to collect said Assessment whether or not it is actually collected for the Association. If Association should require any additional services not covered under this agreement then said services and terms shall be by separate agreement and compensation between Association and Agent.

7. Each party hereto shall indemnify and hold harmless the other party for any damages whatsoever, unless arising out of that party's gross willful negligence or gross willful acts or omissions which are proven to be such. Damages to be indemnified and held harmless include reasonable attorneys' fees incurred in defending any court or administrative action arising out of same.

8. In order to facilitate miscellaneous items and responsibilities, attachment A (schedule of fees) shall be considered a part of this contract. Association agrees to increase the compensation paid to Agent by five percent (5%) of the yearly management fee in place at the time of the automatic renewal period each time it comes up unless other terms are agreed to in writing by both Association and Agent.

9. In the event that Signature Realty & Management, Inc. (Agent) or Johns Creek **Homeowners Association** fails to fulfill its responsibilities as outlined in this contract after being given written notice of such violation and corrective action not substantially completed within 30 days, (provided association provides written list of uncorrected issues and reason for continual non-compliance) may terminate this contract with no additional penalty upon 30 days written notice from end of compliance period and corrective action not substantially completed.

10. This Agreement shall insure to the benefit of, and constitute a binding obligation upon the contracting parties, their respective successors and assignors and shall be construed in accordance with the laws of Florida. Should it become necessary for the Association or the Agent to enforce this agreement due to the default of the other, all cost incurred to include attorney's fees prior to court trial and throughout all appeals incurred by the prevailing party shall be paid by the defaulting party. The Agent shall have any and all other rights and remedies in connection with the enforcement and collection of damages or monies owed to Agent for any and all services covered under this agreement that Association is covenanted or responsible for.

11. This Agreement shall constitute the entire agreement between the contracting parties hereto and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written express or implied between the contracting parties other than as herein or expressly

contained or referred to. No wavier, variance or modification thereof shall be valid or enforceable, except by supplemental agreement in writing, executed and approved in the same manner as this agreement. All notices, demands and requests under this agreement shall be in writing and shall be deemed to have been given if served personally, or if sent by United States registered or Certified mail, at said address designated by Agent and the Association during contract period and updated by mail as necessary.

12. In the event of any conflict between the provisions of this agreement and any provisions of the Declaration or By-Laws for the Association, then the provisions of the Declaration or By-Laws for the Association shall control.

13. Parties hereto agree that any amendments to the final Declaration, By-Laws, rules and regulations shall be promptly delivered to Agent. This agreement may be enforced pursuant to **Florida Statute 720.**

14. The captions of the paragraphs are for convenience and reference only and in no way define, limit or describe the scope or intent of this agreement. In case of any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this agreement shall be construed as if such invalid illegal or unenforceable provision had never been contained herein.

15. Should litigation become necessary to enforce the terms of this contract, the prevailing party will be entitled to receive reimbursement for attorney's fees and court costs expended in the prosecution of said litigation.

IN WITNESS WHEREOF the parties have executed this agreement:

By: _____ Date: 10-24-12

Homeowners Association
President\ Representative

By: _____ Date: 10/24/2012

Bryan Cantrell
Signature Realty & Management Inc.

Pursuant to a management agreement between Signature Realty & Management and John Creek Homeowners Association.

Signature Realty & Management agrees to add the following additional services to the community.

1. Two additional drive by inspections to be done per month at an additional cost of $85.00 per visit.

Agreed to by:

Bryan Cantrell President
Signature Realty & Management

Date 8/21/2019

Board Member
Johns Creek Homeowners Association

Date 10-8-2019