

What McCreary Realty Management will do for you ... Standard Full Services:

- 1. We will collect all assessment fees, charges, and other amounts receivable on Associations account in connection with the management of the Association, on an annual basis.
- 2. We will pay all approved expenses and costs of managing the Association.
- 3. We will assist you in establishing and maintaining a separate savings account in the name of the Association for such funds that the Association may direct to be placed for common element replacement or contingency reserves for capital improvement projects approved by the Association.
- 4. We will furnish you a monthly accounting of all funds collected and disbursed on behalf of the Association on or about the 20th of the month following the end of each monthly period.
- 5. We will assist you in preparing an annual operating budget for the Association by providing standard reports of current year income & expenses.
- 6. We will maintain all books, record, and accounts for the Association and furnish the Association with copies of all correspondence sent by Agent concerning the Association, including those to lot owners for accounting purposes only.
- 7. We will mail notices to each lot owner of the Annual assessment or of any special assessment levied and send such other notices so directed by Association.
- 8. We will collect all assessments from each lot owner, exclusive of any legal action which the Association may direct to be taken against any lot owner for failure to pay same. Agent will, however, assist legal counsel representing the Association with matters related to the filing of liens only.
- 9. We will contract upon approval of the Association for an annual compilation to be conducted of the Association's books, records and accounts by an independent Certified Public Accountant or Accounting firm at the Association's expense.
- 10. We will purchase any supplies or materials necessary for the proper administration of the accounting of the Association. Payment for same shall be disbursed from the Association's common expense fund.
- 11. The Association shall cause to be placed and kept in force, at the Association's expense, all forms of insurance required by the Association's governing documents and applicable law; as well as any additional insurance specified by the Association in writing. Notwithstanding the above, said insurance coverage shall include personal injury and personal property damage liability insurance, naming both the Association and Agent as insured, against claims for bodily injury, death, property damage, occurring in or about the Association, said insurance to afford minimum protection, during the term of this Agreement and any renewal or extension thereof, of not less than \$1,000,000.00 combined single limit.
- 12. We will prepare and distribute notices to each lot owner at the direction of the Board of Directors.
- 13. We will maintain a file of minutes of the Board of Directors and Association meetings, if supplied by the Board, and maintain a register of lot owners.
- 14. We will assist lot owners in understanding and interpreting the Association's documents, as well as with any rules and regulations or policies adopted by the Board of Directors of the Association.
- 15. We will assist the Association's officers, Board of Directors and any of its duly constituted committees in the performance of their designated duties.



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- 16. We will attend the Association's Annual Meeting and Four (4) additional evening meetings quarterly (for Directors or Committees).
- 17. We will assist the Association in obtaining contractors and/or workmen at the Association's expense to perform such work as the Association may desire. Agent agrees to act as an intermediary between the Association and its contractors. Wherever possible, Agent will attempt to obtain three bids for any work requiring an expenditure in excess of \$1,000.00, unless otherwise so instructed by the Association. When necessary, Agent shall report to the Association the reasons why three bids could not be obtained.
- 18. We will inspect the common elements on a semi-annual basis and advise the Association, in writing, of any matters requiring attention.
- 19. We will oversee maintenance and groundskeeping of the common elements and engage, on behalf of the Association, any independent contractors (licensed and insured) required to perform any needed repair, maintenance, or improvement thereto, at the expense of the Association.
- 20. We will provide an emergency answering service for use by the Board of Directors and all lot owners for nonbusiness hour emergencies at no additional cost to the Association. Response to any emergency will occur within a reasonable period of time commensurate with the type of emergency.
- 21. We will receive and respond to lot owner correspondence as follows: a) arrange for the correction of lot owner complaints which the Association has authorized specific remedies; b) refer back to the lot owner any complaint for which the lot owner is responsible (list to be provided by the Association); and, c) refer to the Board of Directors any complex matters.
- 22. We will take such action, at the expense of the Association, as may be necessary to comply promptly with any and all orders or requirements affecting the Association placed therein by any federal, state or local authority having jurisdiction thereof.
- 23 Upon request of the Association, we will assist in the preparation and pursuit of litigation undertaken by or defended on behalf of, the Association. Court appearances, depositions or consultation with attorneys involving said litigation will be billed to the Association by Agent at the rate of \$50.00 per hour.
- 24. We will not be responsible for providing legal counsel or be expected to serve as legal counsel to the Association.
- 25. Neither Agent nor any of its officers, employees, agents or authorized representatives shall be liable for any authorized bills or debts incurred in good faith on behalf of the Association.
- 26. The following services are **<u>not</u>** part of this Agreement and will be subject to additional cost to the Association:
 - A. Creation, reproduction and distribution of general correspondence (ex. newsletter, etc.)
 - B. Creation, reproduction and distribution of welcoming and information packages required by the HOA..
 - C. Reproduction and distribution of management reports and annual budgets.
 - D. Any bank service charges expended on behalf of the Association.
 - E. Reproduction costs incurred by Agent that are not billed directly to the Association by a third party vendor will be charged at ten cents (\$0.10) per single sided page/copy.
 - F. Postage will be billed at actual cost.
 - G. Long distance charges directly expended on behalf of the Association.