

Association Management Agreement

This agreement is made and entered into on January 1, 2025, by and between **Centerville Community Owners' Association, Inc.** a Florida not-for-profit corporation hereinafter referred to as the "Association," and **Capital Association Management LLC**, a Florida corporation hereinafter referred to as the "Manager."

As used in this agreement, "Board" means the Board of Directors for **Centerville Community Owners' Association, Inc.** Effective **January 1, 2025** this agreement replaces in its entirety the previously executed agreement by and between the Association and Manager entered into on October 11, 2023. This is the entire agreement between the Association and the Manager and may be modified only in writing.

In consideration of the terms, conditions, and mutual covenants set forth, it is agreed as follows:

1. The Association agrees to appoint the Manager as exclusive managing agent for the association and the Manager agrees to accept this position.

2. The term of this agreement shall be for a term of thirty-six (36) months effective **January 1, 2025**. This agreement will be reviewed by Management and Board of Directors to discuss renewal options. This agreement can be terminated for convenience by either party with a ninety (90) day written notice.

3. Under the supervision and direction of the Board, the Manager will carry out, as agent for the Association the following duties:
 - 3.1. Upon direction of the Association, the Manager will charge for and use best efforts to collect dues, stable boarding fees, lake house rental charges/fees, special assessments, and any other amounts owed the Association. The Manager will follow up on delinquencies by providing late notices and will follow the Association's collection policies and approved documents. The All billings and collections undertaken by the Manager will be performed in compliance with Florida Statutes. State of the art association management software will be used to assist in the management of the Association. The Manager will use said software to assist in all accounting and operations management. The Manager will be reimbursed for the use of the software at the software current billing rate. The commercial off-the-shelf software (COTS) to be used by the Manager is AppFolio, any change to the COTS product requires no less than six (6) months' notice and prior approval of the Association. All data, documents, information, artifacts, and configuration contained within the Associations' instance of AppFolio is the sole property of the Association and will be made available upon request.

 - 3.2. In compliance with Florida Statutes, the Manager will deposit dues, assessment payments, other income, and funds, of the Association, into a bank account, in the name of the Association, which is designated by the Board. There will be no changes to the banks or financial institutions' handlings or controlling any Association funds without the express

written approval of the Board President and Treasurer. The Manager will account for said transactions. Reserve funds will be transferred with the approval of the Board President and Treasurer, to a required reserve bank account, and managed in accord with Florida Statutes, along with the Association's policies and governing documents. The Manager will not have access to any Reserve funds without prior written approval from the Board President and Treasurer.

- 3.3. In compliance with the Association's bylaws and Florida Statutes, the Manager will work with the Board, and, or approved committees, to provide a draft of a budget each year.
- 3.4. The Manager will pay all the Association's expenses, bills, and invoices, from the Association's funds as approved by the Treasurer, in a timely manner, to the extent, after accounting for accurate balance(s) the funds are available. All payments of Association expenses, bills and invoices will be made by the Manager using the **AppFolio Bill Pay Service**. The Manager will provide necessary day-to-day bookkeeping services and provide financial reports in accord with common accounting practices and in full compliance with Generally Accepted Accounting Principles (GAAP), financial accounting standards (FASB) and accounting for non-profit (GASB).
- 3.5. The Manager will provide the following monthly financial reports as noted in Exhibit A. The Manager will reconcile the bank accounts of the Association, on a monthly basis, and will prepare all annual financial reports required by Florida Statutes. If Florida Statutes require the Association to provide an Audit, Review, or Compilation, the Manager will work with the Association's third party certified public accountant to compile said reports, at the Association's expense.
- 3.6. The Manager will organize and maintain the Official Records of the Association, as required by the Florida Statutes. The Manager, as required by Florida Statutes, will make said records available to Owners during reasonable times. All Association records will be maintained by the Manager in electronic format and will be made available to the Association in electronic format upon request.
- 3.7. The Manager will oversee the maintenance, of the Association's property, such as its buildings, grounds, lakes, and all other amenities, by contracting with vendors, in the Association's name, or hiring employees, as directed or approved by the Board, or per the recommendation of the committee with the approval by the Board of Directors.
- 3.8. The Manager will inspect the physical aspects of the Association's property and provide a written monthly inspection account. The format and content of the reports will be mutually agreed to by the Association and Manager.
- 3.9. The Manager will attend Board Meetings, scheduled by the President of the Board, along with Owner Meetings, and Committee Meetings that the Manager is invited to attend. The

Manager will provide notices of all meetings, in compliance with the Association's Bylaws and Florida Statutes. The Manager will work with the Board to prepare the agendas and minutes of meetings for review and approval by the Board President prior to distribution.

- 3.10. The Association shall provide the Manager, upon request, the structure, and governing documents, of the following committees: Architectural Control Committee, Finance Committee, Land Management Committee & Social Committee. The Manager will work with the Board and previously established committees as provided in governing documents.
- 3.11. The Manager will work with the Board and committees to understand and enforce the governing documents such as use restrictions, rules, and regulations.
- 3.12. The Manager will assist the Board and committees with the acquisition of insurance for the Association and will assist in reporting and managing claims.
4. The Manager will act as an agent of the Association with respect to the actions taken to the management and maintenance of the Association. All obligations or expenses incurred in the performance of the Manager's duties shall be on behalf and at the expense of the Association. The Manager will maintain, at Managers expense, general liability insurance, fidelity coverage, and workers compensation insurance for itself and its employees. In addition, the Manager will maintain at Managers expense any and all other insurance required by Florida Statutes for itself and its employees.
5. The Manager's basic fee is \$5,000.00, per month, for the management of the Association, payable in monthly installments due on the 1st day of each month. The Manager's basic fee includes a one (1) day per week, four (4) hour timeframe on-site presence at the Association's office. The Manager's basic fee shall be funded as approved by the Treasurer of CCOA from Association funds as a normal expense. The Association will reimburse the Manager for all postage, mailing, and copying costs in connection with the fulfillment of the Manager's duties. The Manager will utilize electronic communication and distribution of information wherever possible and in accordance with Florida Statutes.
6. The Management fee is based on preparing for and attending one annual Owner Meeting, six (6) Bimonthly Board Meetings, Committee meetings (when invited to attend), and other meetings scheduled and approved by the board, along with payment of all Association bills/expenses, annual and/or monthly billing and collection of all dues, fees, charges, and preparing monthly financial statements.
7. All CCOA intellectual Property rights will be owned by CCOA, and other work may be added to the contract upon a mutually signed agreement.

8. In the event one paragraph or line, in this agreement, is deemed invalid or unenforceable, the remaining agreement shall remain in effect and enforceable.
9. Notice, as required, may be written and dispatched through email from the designated email address of the party issuing Notice to the designated email address of the other party.
The designated email addresses of the Manager are: patty@cmgcam.com, tizi@cmgcam.com.

The designated email addresses of the Association are: tiffanyrcruz@gmail.com, rick.sankey@earthlink.net.

This Agreement is hereby executed on the aforementioned date, in LEON County, Tallahassee, Florida.


Tiffany Cruz (Dec 19, 2024 15:48 EST)

Signature


19/12/24

Tiffany Cruz

Printed Name

President of Board of Directors

Centerville Community Owners' Association, Inc


Patricia Swain (Dec 19, 2024 15:47 EST)

Signature

Patricia Swain, CEO

Capital Association Management LLC



Signature

Kyle Rowell, CFO

Capital Association Management LLC



Signature

20/12/24

Rick Sankey

Printed Name

Treasurer of Board of Directors

Centerville Community Owners' Association, Inc



Signature

Tiziana Marquez, COO

Capital Association Management LLC

Exhibit A

Financial and Administrative Duties

1. Review the financial status of the Association including the current budget and make recommendations to the Board of Directors.
2. Review the present accounts payable and accounts receivable of the Association to suggest any immediate action.
3. Set-up the billing and collection system for the maintenance assessments of the Association.
4. Establish the bank accounts of the Association at a bank approved by the Association.
5. Receive and take custody of monies payable to the Association in the Association's account.
6. Maintain a complete set of accounting records. These records will belong to and be open for review by the Board of Directors and members of the Association.
7. Pay all bills and other obligations of the Association with a procedure approved by the Board of Directors.
8. Prepare a monthly financial statement which will include a balance sheet, income statement (with budget versus actual comparisons), listing of checks written during the month, and a delinquency listing.
9. Establish and enforce a Board of Directors approved policy for collecting delinquent accounts. Send collection letters in accordance with the procedure.
10. Obtain an engagement letter from a CPA firm approved by the Association for the annual review of the Association's books and records if required by the Association.
11. Prepare a proposed annual budget each year for the ensuing year for the review of the Board of Directors.

Exhibit A continued

ADMINISTRATIVE DUTIES

1. To receive in writing or by telephone maintenance problems or other requests of unit owners to fulfill these requests on a timely basis.
2. Review the property and make recommendations to the Board of Directors. Architectural and other rule and regulation violations will be noted during this review.
3. Obtain bids and proposals for any major work to be performed for review by the Board of Directors.
4. To attend bi-monthly Board of Directors and/or Annual meeting for presentation of the financial and operations review.
5. To provide twenty-four-hour service for emergencies 365 days per year.
6. To maintain an up-to-date listing of unit owners, golf cart registration, stables, and lake house rentals.
7. To maintain a complete set of office files including legal documents, owner correspondence, insurance and rules and regulations.
8. To prepare notices of meetings, proxies and agendas and organize meetings of the Association. Assist in the election of officers and tabulation of votes; assist in the first meeting of the Board to elect officers for the Association.
9. To exercise close supervision over hours and working conditions of employed personnel, if any, to ensure compliance with wage and hour and Workman's Compensation laws.
10. To ensure that Vendors presented to the Board of Directors for consideration for providing services to Association or to otherwise performing work on the Condominium Property are properly licensed and insured.












2025-2027 COA Contract with CAM

Final Audit Report

2024-12-20

Created:	2024-12-19
By:	Tiziana Marquez (tizi@cmgcam.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAARbbiOFi0iKduk62IJKBwam8tUsmSDfBS

"2025-2027 COA Contract with CAM" History

-  Document created by Tiziana Marquez (tizi@cmgcam.com)
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-  Document emailed to Tiziana Marquez (tizi@cmgcam.com) for signature
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-  Document emailed to Patricia Swain (patty@cmgcam.com) for signature
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-  Document emailed to Kyle Rowell (krowellcps@gmail.com) for signature
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-  Document emailed to Tiffany Cruz (tiffanyrcruz@gmail.com) for signature
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-  Document emailed to Rick Sankey (rick.sankey@earthlink.net) for signature
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-  Email viewed by Tiziana Marquez (tizi@cmgcam.com)
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-  Email viewed by Patricia Swain (patty@cmgcam.com)
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-  Email viewed by Tiffany Cruz (tiffanyrcruz@gmail.com)
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 Document e-signed by Rick Sankey (rick.sankey@earthlink.net)

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 Agreement completed.

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