

ASSOCIATION MANAGEMENT AGREEMENT

AGREEMENT made this 17 day of September between Real Property Management Services, Inc., DBA RPM Services, a Washington Corporation (hereafter called "Agent"), and Lakeview Condominiums (hereafter called "Association").

WITNESSETH

IN CONSIDERATION of the mutual promises and covenants herein contained, Association and Agent agree as follows:

1. Association hereby appoints and employs Agent as the sole and exclusive managing agent of Association's premises, commonly known as Lakeview Condominiums for the period from October 1st 2014 to September 30th 2015. Thereafter, this agreement shall continue in effect from year to year unless terminated as thereafter provided. Either party may terminate the Agreement by giving notice in writing of intention to terminate at least sixty (60) days prior to the end of any yearly term.
2. Agent agrees to use his best skills and efforts to serve present Board and to supervise all labor required for their operation and maintenance. See exhibit A.
3. Agent agrees to report to the Board within (12) hours any condition at, on, or about the premises, which, in the opinion of the Agent, requires the attention of the Board.
4. Agent agrees to deliver to the Board, on or before the 20th day of each month, a monthly financial report for the previous month.
5. Association hereby authorizes Agent to perform the following in the name of, for the account of, and at the expense of the Association:
 - A. Institute all legal actions or proceedings for the collection of dues, fees or other assessments with the approval of the Board.
 - B. Hire, promote, discharge and supervise contractors and/or employees as Agent may determine advisable to be employed in care, management or operation of such premises. It is understood and agreed that all such contractors and/or employees are in the employ of the Association solely, and that the Agent is in no way liable to such employees neither for their wages or other compensation, nor to the Association or others for any action or omission on the part of such employee.

C. Purchase all supplies and materials as designated by the Board. This will include any special mail sent to tenants or owners by certified or regular mail, and any long distance telephone calls made on behalf of the Association.

D. Make all contracts for electricity, gas, fuel, steam, water, telephone, window cleaning, rubbish removal, laundry service, exterminating, equipment maintenance, and other services, or such of them as directed and approved by the Board.

E. Make or cause to be made all repairs, replacements, alterations, additions, improvements, and decorations in and to such premises as authorized and approved by the Board.

F. Make payment for any and all other expenses that are incurred that are approved by the Board.

G. Execute all contracts, renewals, extensions or agreements for operation of said premises, or any part thereof, as directed by the Board.

H. Make any and all repairs according to an emergency plan developed by the Board to cover situations such as power loss, sewer backup, fire and other types of hazard or catastrophe, not to exceed \$ 500.00.

6. All monies furnished by the Association as working funds and all monies received by Agent for or on behalf of the Association shall be collected and deposited in a FDIC Clark County bank branch, maintained by the Association. These funds shall be disbursed when directed by the Board, in such amounts and at such times as the same are required to pay for obligations, liabilities, costs, expenses and fees (including without limitation, the compensation of Agent as hereafter provided) arising on account of or in connection with this Agreement. Checks to be disbursed can require the signature of two Board members or one Board member and the Agent or his assigned.

7. Association shall pay all obligations, liabilities, costs, expenses and fees arising within the scope of this Agreement.

8. Association shall reimburse Agent promptly for any monies, which Agent may elect to advance for the account of Association. Nothing herein contained, however, shall be construed to obligate Agent to make any such advances.

9. Agent is clothed with such other general authority and powers as may be necessary or advisable to carry out the intent of this agreement.

10. Association agrees to comply with all statutes, ordinances, laws and orders of any Federal, State, or local government or department or officer thereof having jurisdiction in such premises respecting the use, operation or construction thereof, as well as with all orders and requirements of the local Board of Fire Underwriters or any other body exercising similar functions.

11. Agent acknowledges and agrees that he is not an employee of the Association and that he will provide the above-described services to the Association as an independent

agent. Association will defend Agent against damage or injury to any persons or property, which may result from Agent's services, except, claims arising from Agent's gross negligence, unlawful conduct, or intentional misconduct.

12. Agent shall not be liable to Association for any error in judgment, nor any good faith act or omission in the execution of this Agreement.

13. Association agrees to indemnify, and hold Agent harmless from any and all damages or injuries to persons or properties, or claims, actions, obligations, liabilities, costs, expenses and fees by reason of any cause whatsoever when Agent is carrying out the provisions of this agreement or action upon the directions of the Association/and or Board. It is expressly agreed that the foregoing provisions of the paragraph shall survive the termination of this Agreement, but this shall not be construed to mean that the Association's liability does not survive the provision of this Agreement.

14. Association agrees to procure and maintain during the term of this Agreement comprehensive general public liability insurance, including property damage insurance, and such other insurance as may be advisable for the protection of the Association and Agent to designate Agent and its officers, employees and agents as named insured. The insurance carrier and the amount of coverage in each such policy shall be mutually agreed upon by Board and Agent. Each such policy issued by carrier shall provide for a minimum of ten (10) days prior written notice from the carrier in the event of cancellation of any material change therein. The Association shall provide a certificate of policy to the Agent.

15. To the extent permitted by its insurance policies, the Association hereby waives and releases any and all claims, which it may have against Agent for damages to such premises or contents therein to the extent that such damages are covered by Associations insurance policies.

16. Association agrees to pay Agent:

A. A flat management fee of 350.00 per month.

B. A one time set up fee of 200.00.

C. All resale certificates will be prepared by Agent and paid for by the selling unit owner.

D. Upon termination of this Agreement other than specified in Paragraph 1, a dollar amount equal to two months management fees will be charged. This covers the cost of closing out all accounts.

17. If Agent is called upon to perform any services not customarily a part of the usual services performed by a managing agent, it is agreed upon that Agent shall receive additional compensation.

A. This compensation shall be negotiated with the Board for all projects which are to be contracted and supervised by the Agent.

B. When other services are performed that involve research and time such as, monitoring the collection of late dues, writing delinquent letters to owners and working with attorney on legal matters requiring a lien and/or foreclosure, the compensation will be calculated an hourly rate of **fifty dollars, (\$50)**. All such services to be approved by the Board in advance.

18. All notices to be given thereafter shall be in writing and shall be sent by United States Certified mail, return receipt requested, postage prepaid, addressed to the Association Chairperson or Board President and addressed to the Agent at: **5620 NE Gher Rd. Suite H, Vancouver WA 98662** or to such other addresses as may from time to time be given as provided in this Paragraph 18. Any notice mailed as herein provided shall be deemed and treated to have been received on the date shown on the return receipt.

19. Agent is not and shall not be liable to any creditor of the Association or to any claimant against the property of the Association.

20. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between Association and Agent. This Agreement shall be binding upon the parties, hereto, their heirs, legal representatives, successors or assigns, and may not be changed orally, but only in writing and signed by the party to change thereby.

21. Agent is not responsible for any private unit, its tenants, or occupants. The management of each individual unit is solely the responsibility of its owner and not of the Agent.

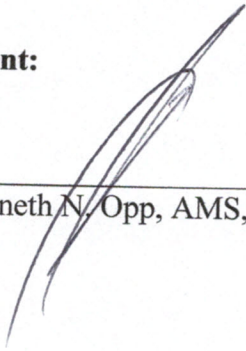
22. In performing his services hereunder, Agent agrees to comply with all applicable Federal, State and local laws, statutes, ordinances, and regulations now or hereafter in effect.

23. Agent agrees that his services to be performed hereunder shall be accomplished in his capacity as an agent for the Association. Agent shall be solely responsible for all Federal, State, and local taxes due on his compensation paid under this agreement. Agent agrees to hold Association free and harmless from any liability resulting from either party's failure to pay or remit such taxes.

24. Association's Board shall be actively involved in all decisions governing this Agreement.

IN WITNESS WHEREOF the above parties have executed this Agreement the day and year first above written.

Agent:



Kenneth N. Opp, AMS, CMCA, RRS

Board Member:

DEBRA BLIZZARD
Name

Debra Blizzard
Signature

561-352-0824
Telephone & E-mail
DIBLIZ104 @ AOL.COM

Dennis Huston
Name

D Huston
Signature

921.5664 JdHuston @ AOL.COM
Telephone & E-mail

HOA/Condominium Insurance Company _____

Agent's Name and Telephone _____

Collection Policy

Dues are payable on the 1st of each month/quarter/year.

At the date considered late by the association a delinquent notice with applicable late fees is mailed to the owner at no charge.

At 30 days another delinquent notice is mailed with appropriate late fees at no charge.

At 60 days another delinquent notice is mailed with appropriate late fees at no charge.

At 90 days a letter from RPM services is mailed to the owner stating balance is due within 10 days. This letter will be sent at a cost of \$25.00 paid by the association, billed to the delinquent owner. When the delinquency is sent to the attorney an additional cost of \$50.00 will be charged for monitoring this account, paid by the association and again billed to the delinquent owner. All filing fees and attorney costs are the delinquent owner's responsibility.

Once the attorney referral is initiated, the attorney sends a letter stating the owner has 10 business days to pay the balance plus \$150 in attorney fees. Once the 10 days is up, a lien is filed and the attorney fees escalate to approximately \$565. The attorney fees are paid by the Association and billed to the delinquent owner.

After a lien is filed, there are a few different options:

- 1) Let the lien sit and wait for sale or refinance.
- 2) Default Judgment – garnish wages/bank accounts/other assets (cost: approx. \$500 to start)
- 3) Debtor Exam – the judge will call the defendant into court and do an asset analysis (cost: title search \$250 to start)

Bankruptcy:

If an owner should file bankruptcy with dues owing, they are still liable for any forthcoming dues from the date of filing. All past due fees would be considered part of the bankruptcy filing and delegated for a payment arrangement by the Judge on the case if applicable.

RPM SERVICES CONDOMINIUM MANAGEMENT

Under the direction of the Association Board, the Agent would perform, but may not be limited to the following functions.

- Collect monthly dues, special assessments, fees, fines and all other monies for and in the name of the association.
- Pay all pertinent bills, such as water, sewer, garbage, electricity, maintenance and any others authorized by the board.
- Prepare monthly and year-end statements with copies sent to designated board members. Such documents include monthly activity statement, year to-date with respect to budget and year-end revenue/expense report.
- Help in preparing annual budget, reserve accounts and annual audit.
- Facilitate preparation of IRS tax statement.
- Attend Board meetings at least quarterly or at the specific request of the board to discuss concerns and further projects of the association.
- Meet with committees, if applicable, to discuss progress and any problems related to special projects and everyday operations.
- Attend associations' annual meeting to answer questions concerning any project and/or regular operations.
- Send out meeting notices and minutes to all owners, as well as other general correspondence.
- Be available to any owner if there are questions or concerns about association business.
- Help prepare specifications, receive bids for all aspects of association operations, meeting with the appropriate committee to discuss same and present to board.
- Act as an advisor to the association for any special needs such as rewriting documents, reviewing insurance policies, architectural review, reserve analysis, etc.
- Keep Insurance policies and Secretary of State Certificates up to date.
- Periodic drive-by inspections, reporting any irregularities to the board.

