



Management Agreement for Colbert Landing Homeowners Association, Inc.

THIS ASSOCIATION MANAGEMENT AGREEMENT (this "Agreement"), entered into this 24th day of June 2024, by and between, **Colbert Landing Homeowners Association, Inc.**, a Florida not-for-profit corporation ("THE ASSOCIATION") and **Home Encounter HECM, LLC** (the "AGENT").

WITNESSETH:

WHEREAS, THE ASSOCIATION was created and is governed pursuant to the governing documents for Colbert Landing Homeowners Association, Inc. (the "Community") which may include a plat, Declaration, Bylaws, Articles of Incorporation, resolutions and other documents (the "Governing Documents").

WHEREAS, THE ASSOCIATION exists generally to serve the owners of the property in the Community, to maximize the value of the property in the Community, and such other purposes provided for in THE ASSOCIATION's Governing Documents.

WHEREAS, THE ASSOCIATION desires to retain the AGENT to manage THE ASSOCIATION and the Community on the terms and conditions set forth in this Agreement and subject to SCOPE OF MANAGEMENT SERVICES identified in this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED by THE ASSOCIATION and AGENT as follows:

1. THE ASSOCIATION hereby employs the AGENT to exclusively manage THE ASSOCIATION and the Community for a period of one (1) year, commencing on the **1st day of July 2024** and ending on the **30th day of June 2025**, and automatically renewing thereafter for periods of one (1) year unless one party notifies the other in writing sixty (60) days prior to the applicable termination date by certified mail.
2. The AGENT agrees to provide professional management services in the name of and on behalf of THE ASSOCIATION, which hereby gives the AGENT all necessary authority and powers required to perform the services described in the attached SCOPE OF MANAGEMENT SERVICES, which is incorporated herein in its entirety by this reference, subject, however, to the terms, conditions and limitations set forth in this Agreement, the Governing Documents and under applicable law.
3. THE ASSOCIATION understands, acknowledges and agrees that the AGENT is engaged in the specialized and competitive property management business and AGENT invests time and money in the hiring, training and development of its employees at all levels, including without limitation, the CAM, which promotes productivity, efficiency and the employment of a competent and specialized workforce. Accordingly, THE ASSOCIATION hereby knowingly and voluntarily covenants and agrees that THE ASSOCIATION shall not hire, employ, or otherwise engage the CAM, any employees of AGENT and/or former employees of AGENT (including without limitation, the CAM) known to the Association to have provided services of any kind to THE ASSOCIATION, and/or contract with or in any way engage the services of any firms employing any such employees and/or former

employees of the AGENT (including without limitation, the CAM) to provide any services to the Association within the Scope of Management Services set forth herein while this Agreement remains in force and continuing for a period of twelve (12) months following the expiration and/or earlier termination of this Agreement. For this purpose, "employees and/or former employees" are those individuals employed directly by AGENT who provided services of any kind to THE ASSOCIATION at any time during the twelve (12) month period prior to the termination and/or expiration of this Agreement. With respect to former employees of AGENT, the foregoing restriction shall terminate on the date that is twenty-four (24) months after termination of their employment with AGENT. Should THE ASSOCIATION violate this Section 3, THE ASSOCIATION knowingly and voluntarily agrees to pay to AGENT, as liquidated damages, and not a penalty, the sum of thirty percent (30%) of the annual salary of said employee(s) and/or former employee(s) at time of termination and/or resignation of said employee(s) and/or former employee(s) by and/or from AGENT. This provision shall expressly survive any termination, cancellation and/or expiration of this Agreement.

4. Notwithstanding any other provision of this Agreement, the AGENT shall have no authority, obligation and/or responsibility for maintenance, operation, management and/or repairs to individual dwelling units in THE ASSOCIATION unless the Association is responsible for same under the Governing Documents. Except to the extent same is the responsibility of the ASSOCIATION under the Governing Documents, any and all such maintenance, operation, management and/or repairs shall be the sole responsibility of the respective owners of those individual dwelling units.
5. The AGENT agrees that all monies collected by AGENT on behalf of THE ASSOCIATION shall be deposited in a custodial account in a financial institution and/or other designated financial account where THE ASSOCIATION'S deposits are separate and apart from AGENT'S own funds.
6. The AGENT agrees to subscribe to an Employee Dishonesty/Theft insurance policy protecting THE ASSOCIATION up to \$100,000.00 with a company determined solely by the AGENT. THE AGENT shall furnish ASSOCIATION with all applicable certificates evidencing that ASSOCIATION is a named insured with respect to THE AGENT'S insurance policies. THE ASSOCIATION hereby agrees that THE ASSOCIATION will add the AGENT as an "additional insured" to and on THE ASSOCIATION'S own Employee Dishonesty/Theft, General Liability and/or Directors & Officers (D&O) insurance policies at THE ASSOCIATION's sole expense. THE ASSOCIATION shall furnish AGENT with all applicable certificates evidencing that AGENT is a named insured with respect to THE ASSOCIATION'S insurance policies.
7. All of AGENT'S expenses of operation and/or management of the Community in accordance with this Agreement may be paid from THE ASSOCIATION'S funds held by the AGENT, and THE ASSOCIATION hereby knowingly and voluntarily agrees that AGENT is authorized to pay any amounts owed to the AGENT by THE ASSOCIATION consistent with the Association's approved budget and the schedule of fees set forth on Addendum A to this Agreement from such account without requiring any prior notice to be given to THE ASSOCIATION. The AGENT shall have no obligation to advance any funds to and/or on behalf of THE ASSOCIATION for any purpose whatsoever. THE ASSOCIATION hereby knowingly and voluntarily agrees that AGENT will have the authority to make payments, with prior Board approval, for all contracted items in THE ASSOCIATION'S approved budget, subject to the terms of this Agreement

8. **THE ASSOCIATION shall pay AGENT a monthly management fee of \$1,000.00 or \$10.00 per door, whichever is greater. All monthly management fees are payable to AGENT by THE ASSOCIATION on the first day of each calendar month.** The monthly management fee covers all services included in this Agreement, except where otherwise indicated; provided, however, printing, mailing supplies, postage and supplies that become the property of THE ASSOCIATION are not included in AGENT'S management fees and would be the subject of a separate charge. Fees for periodic routine services will be billed by AGENT and shall be payable by THE ASSOCIATION to AGENT in accordance with the **ADDENDUM A- SCHEDULE OF FEES FOR PERIODIC ROUTINE SERVICES** attached to this Agreement and incorporated herein in its entirety by this reference. Monthly management fee will increase at the beginning of each successive renewal period by 3% annually.
9. THE ASSOCIATION hereby agrees that THE ASSOCIATION will pay the AGENT an additional one-time administration set-up fee of \$1,000.00 in the first month of this Agreement, for initial data collation, set-up and entry. This assumes that THE ASSOCIATION'S official records, including without limitation, financial records and/or documents, will be delivered to AGENT in a reasonable, orderly manner and condition. In the event that THE ASSOCIATION'S official records are not in a reasonable, orderly manner and condition at the time of delivery to AGENT, THE ASSOCIATION hereby agrees that AGENT shall be entitled to charge THE ASSOCIATION at the rate of \$35.00 per hour, for any time beyond eight (8) hours spent by AGENT to put THE ASSOCIATION'S official records in order. Any charge by AGENT to THE ASSOCIATION in connection with putting THE ASSOCIATION'S official records in order shall be due and payable by THE ASSOCIATION to AGENT no later than the second month of this Agreement.
10. **THE ASSOCIATION shall designate specific individual(s) who shall be designated to deal with the AGENT on all matters relating to THE ASSOCIATION.** AGENT shall not be obligated and/or responsible to take any direction, instruction and/or orders from anyone other than those specific individuals designated by THE ASSOCIATION. THE ASSOCIATION'S Board of Directors shall notify AGENT of the designated individual(s) in writing.
11. The AGENT shall have no obligation and/or responsibility to make any structural changes in the Community and/or to make any other major alterations or additions in or to any buildings or equipment therein. In circumstances when it is not reasonably possible for AGENT to contact THE ASSOCIATION for approval of same, AGENT may, on behalf of THE ASSOCIATION and without prior consent, expend any amount or incur a contractual obligation in any amount, required to deal with any emergency conditions which may involve danger to life or property, or may threaten the safety of THE ASSOCIATION or the owners and occupants, or may threaten the suspension of any necessary services to THE ASSOCIATION.
12. THE ASSOCIATION hereby knowingly and voluntarily agrees to indemnify and hold the AGENT harmless from all damages, expenses, court costs, attorneys' fees, penalties, suits, actions, costs, payments, lawsuits, demands and/or claims of any kind in connection with, arising from, associated with and/or related to the management, operation, repair,

replacement and/or maintenance of the Community and/or THE ASSOCIATION, except where such damages, expenses, court costs, attorneys' fees, penalties, suits, actions, costs, payments, lawsuits, demands and/or claims are caused by AGENT'S own gross negligence or willful misconduct. Further, THE ASSOCIATION hereby knowingly and voluntarily agrees to indemnify and hold AGENT harmless from any and all liability for injuries to persons and/or properties of any kind suffered and/or sustained by any member, agent, employee and/or any other person and/or any portion of the Community (whether real property and/or personal property), except where such suits, claims and/or liabilities are caused by AGENT'S own gross negligence or willful misconduct.

13. Notwithstanding anything to the contrary in this Agreement, in the event that THE ASSOCIATION becomes insolvent and/or files for bankruptcy, AGENT has the right to immediately cancel and/or terminate this Agreement upon providing written notice to THE ASSOCIATION. The AGENT has the right to claim any and all amounts due to AGENT from THE ASSOCIATION pursuant to this Agreement at the time of such cancellation and/or termination.
14. Any notice required or permitted to be served herein may be served by U.S. certified mail, return receipt requested, postage prepaid and/or by hand delivery as follows:
 - A. If to the AGENT: HomeRiver Group
Attn: Brad van Rooyen
12906 Tampa Oaks Blvd, Suite 100
Temple Terrace, Florida 33637
 - B. If to the Association: Colbert Landing Homeowners Association, Inc.
Attn: President
His /Her Home Address
15. A party must notify the other party of any change in address for notice. Notice served by mail shall be deemed to have been served when deposited in the U.S. Mail, postage prepaid.
16. All documents, correspondence and financial records of THE ASSOCIATION remain the property of THE ASSOCIATION and will be surrendered by AGENT to THE ASSOCIATION within ten (10) days of the termination and/or expiration of this Agreement.
17. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the AGENT and the heirs, administrators, successors and assigns of THE ASSOCIATION.
18. This Agreement and all rights hereunder shall be assignable by either party hereto. Agent may assign this Agreement to any entity resulting from a merger of consolidation with AGENT.
19. Any portion of this Agreement that should be challenged by either party, and subsequently deemed unenforceable by a court of law shall not affect the enforceability and/or applicability of any other portion of this Agreement and in fact, the remainder of this Agreement will remain in full force and effect.

20. THE ASSOCIATION and AGENT hereby acknowledge, understand and agree that this Agreement shall be governed, interpreted and/or construed by the laws of the State of Florida without regard to principles of conflict of laws, and that venue for any dispute related to, arising from and/or associated with this Agreement shall be brought in a court of applicable jurisdiction located in Hillsborough County, Florida. AGENT and THE ASSOCIATION hereby acknowledge, understand and agree that the predominantly prevailing party in any dispute arising out of, related to, associated with and/or connected with this Agreement shall be entitled to recover its reasonable attorneys' fees and costs incurred prior to litigation, in alternate dispute resolution proceedings, during litigation, at all levels of appeal, post-judgment and/or any collections action, from the non-prevailing party.
21. THE ASSOCIATION and AGENT hereby acknowledge, understand and agree that the SCOPE OF MANAGEMENT SERVICES, the ADDENDUM A- SCHEDULE OF FEES FOR PERIODIC ROUTINE SERVICES is meant to form an integral part of this Agreement and are to be incorporated into this Agreement in their entirety by this reference. Any capitalized terms appearing in the SCOPE OF MANAGEMENT SERVICES, the ADDENDUM A- SCHEDULE OF FEES FOR PERIODIC ROUTINE SERVICES shall have the same meaning and/or definition set forth in the Agreement, unless specifically defined otherwise therein. THE ASSOCIATION hereby knowingly and voluntarily agrees to be bound by and to pay any increase and/or change in any or all of the periodic routine fees and costs described and/or set forth on this Addendum A-Schedule of Fees for Periodic Routine Services, provided, however, that any increase of such items in excess of 20% may only be implemented effective on the annual renewal date of this Agreement with not less than one hundred twenty (120) days prior written notice to ASSOCIATION. Any increase and/or change in the periodic routine fees and costs described and/or set forth on this Addendum A-Schedule of Fees for Periodic Routine Services shall in no way be considered an amendment and/or modification of the Agreement.
22. THE ASSOCIATION represents and warrants to AGENT and AGENT represents and warrant that the person signing this Agreement on behalf of THE ASSOCIATION or AGENT (as applicable) is authorized to do so and is further authorized to bind THE ASSOCIATION or AGENT (as applicable) to the terms, conditions, obligations and/or requirements of this Agreement.
23. This Agreement and the attachments, exhibits and/or addendums thereto shall not be modified, amended, altered and/or changed unless such modification, amendment, alteration and/or change is made in writing and has been signed by both AGENT and THE ASSOCIATION. This Agreement constitutes the entire understanding and agreement between AGENT and THE ASSOCIATION and supersedes all prior written and/or oral agreements of any kind.

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this 24th day of June 2024.

WITNESSES:

Ashley Macias

Witness Signature

Ashley Macias

Witness Name

Ashley Macias

Witness Signature

Ashley Macias

Witness Name

ASSOCIATION:

Martha Schiffer

By: _____

Print Name: Martha Schiffer

Title: President

AGENT:

Home Encounter HECM, LLC

Brad van Rooyen

By: _____
Brad van Rooyen

SCOPE OF MANAGEMENT SERVICES

This **SCOPE OF MANAGEMENT SERVICES** is attached to and hereby made a part of the **ASSOCIATION MANAGEMENT AGREEMENT** (the "Agreement") between **Colbert Landing Homeowners Association, Inc.** ("THE ASSOCIATION") and **Home Encounter HECM, LLC** ("AGENT"), dated June 24th, 2024.

1. Maintain individual ledger accounts for each lot owner on which are posted all debits and credits to include monthly computations of interest and/or late charges due on delinquent accounts; provide access to county tax rolls for identifying or confirming new owners; send new owners welcome package; distribute and track keys distributed to owners for tennis courts/swimming pools and/or other common or recreational facilities, according to THE ASSOCIATION'S policy.
2. Mail assessment statements to all lot owners according to THE ASSOCIATION'S documents and policies; provide estoppel information on assessment balance to closing agents/title companies on new owners and/or refinance of loans/mortgages; provide loan underwriter with THE ASSOCIATION'S information; provide appraisers with THE ASSOCIATION'S information. See, ADDENDUM A – SCHEDULE OF FEES FOR PERIODIC ROUTINE SERVICES for AGENT FEES for such services.
3. Mail reminders and past due notices to all lot owners who are delinquent in payment of assessments according to THE ASSOCIATION'S documents and collection policy established by THE ASSOCIATION; post interest and late/administrative fees as provided in THE ASSOCIATION'S governing documents and/or policies; turn account over to collection agency for reporting to Credit Bureau and/or to THE ASSOCIATION'S attorney for legal proceedings according to THE ASSOCIATION'S policy. See, ADDENDUM A – SCHEDULE OF FEES FOR PERIODIC ROUTINE SERVICES for AGENT FEES for such services.
4. Receive, deposit, disburse and account for THE ASSOCIATION'S funds.
5. Prepare monthly financial statements, including an income and expense statement with budget comparison, a balance sheet, an itemized listing of accounts receivable, disbursement register and account reconciliation statement. General ledger shall be available upon request. AGENT shall not be held responsible and/or liable for any financial information inherited prior to the commencement date of the Agreement.
6. Provide individual lot owners with records or financial statements upon written request from those lot owners.
7. Coordinate annual audit or review of THE ASSOCIATION'S financial records, by a Certified Public Accountant (CPA) of THE ASSOCIATION'S choice or review committee established by THE ASSOCIATION'S Board of Directors. AGENT shall be responsible for obtaining bids, no later than December 1 of each calendar year, from CPA firms. AGENT shall not be held responsible for fines and penalties imposed against THE ASSOCIATION due to the failure of the Board of Directors in making a timely decision regarding the choice of a CPA firm.

8. Coordinate financial information and supervise the completion and submission of Federal and State Corporate Tax Forms and State Intangible Tax Forms as determined required by governmental agencies with a tax specialist designated by THE ASSOCIATION's Board of Directors; prepare and mail annual 1099's (cost as per ADDENDUM A) for all contractors according to government requirements. Annually renew THE ASSOCIATION'S State of Florida Corporate Report.
9. Prepare, reproduce, and mail notice of THE ASSOCIATION's annual general membership meeting. If required by THE ASSOCIATION's Board of Directors, reproduce and mail copy of year-end financial statements to all members of THE ASSOCIATION (cost of copies and postage shall be paid by THE ASSOCIATION).
10. Maintain a complete record of all THE ASSOCIATION's financial documents in accordance with the applicable requirements of the Florida Statutes.
11. Assist directors in preparation of the annual budget and reserve schedule to be submitted to THE ASSOCIATION's Board of Directors no later than December 1 or as otherwise directed and/or required by THE ASSOCIATION's Governing Documents.
12. At the specific direction of THE ASSOCIATION's Board of Directors insure that lot owners have been provided with notice of intent to place liens, insure that liens have been recorded and insure that satisfaction of liens are recorded once the applicable account is current. See, ADDENDUM A – SCHEDULE OF FEES FOR PERIODIC ROUTINE SERVICES for AGENT FEES for such services.
13. At the specific direction of THE ASSOCIATION's Board of Directors, AGENT will facilitate notice of intent to initiate foreclosure, insure that foreclosure has been initiated and follow-up on foreclosure suits with THE ASSOCIATION's attorney to the point a resolution of the matter can be reached. See, ADDENDUM A – SCHEDULE OF FEES FOR PERIODIC ROUTINE SERVICES for AGENT FEES for such services.
14. In the event of THE ASSOCIATION does not have sufficient cash flow or monies to pay the bills and charges of THE ASSOCIATION which may be incurred with respect to ASSOCIATION property and its preservation, or if such cash flow is insufficient to pay the combined sum of bills and charges, AGENT shall immediately inform and consult with Board to determine the priority of payment of such outstanding items. Under no circumstances will AGENT be expected to make such payments through use of own funds.
15. Provide a repository for official records of THE ASSOCIATION, including without limitation, covenants, correspondence files, insurance policies and minutes of meetings of THE ASSOCIATION in accordance with the applicable requirements of the Florida Statutes.
16. Attend four (4) Board of Directors meetings per calendar year. AGENT has no obligation to attend regular board meetings on weekends or holidays. The Board shall give manager reasonable advance notice of such meetings and try to accommodate any conflict in the AGENTS schedule. Meetings exceeding two (2) hours in length will be billed in accordance with Schedule A of Fees for Periodic Routine Services. Attendance at committee meetings or hearings will be charged at a with a two hour

minimum in accordance with Schedule A of Fees for Periodic Routine Services. See, ADDENDUM A – SCHEDULE OF FEES FOR PERIODIC ROUTINE SERVICES for AGENT FEES for such services

17. AGENT' s appointed Community Association Manager (the "CAM") will type and reproduce THE ASSOCIATION's Board of Director meeting minutes and mail/e-mail to all directors along with meeting notice, agenda and monthly management report. In the event that the CAM is absent, board/member meeting minutes are to be recorded by THE ASSOCIATION's Secretary or another board member. The minutes of the Board meeting are to be approved by the Board.
18. Prepare, reproduce and distribute general announcements and other information to all members of THE ASSOCIATION, as directed by THE ASSOCIATION. Printing and postage for any such announcements, documents and/or other information are to be paid by and shall be the sole obligation of THE ASSOCIATION.
19. Receive and coordinate response to all correspondence addressed to THE ASSOCIATION.
20. Assist THE ASSOCIATION's Board of Directors in enforcing THE ASSOCIATION's Covenants, Conditions and Restrictions and other governing documents by preparing and mailing appropriate violation notices developed in coordination with THE ASSOCIATION's Board of Directors. The CAM will complete onsite visits at a rate of one (1) time per month, to check work in progress, review the Community and/or to inspect for potential violations of THE ASSOCIATION'S governing documents. List of members, lot owners, tenants, occupants and/or residents in violation and type of violation to be provided to the Board of Directors. Assist Board of Directors with appropriate notice and action should a violation progress to the fine hearing process. Coordinate with ASSOCIATION'S attorney if violation progresses to the legal proceeding process. See, ADDENDUM A – SCHEDULE OF FEES FOR PERIODIC ROUTINE SERVICES for AGENT FEES for such services.
21. Receive and coordinate response to calls and letters received from owners/residents concerning violation notices and fine hearing procedures. AGENT, through regular site inspections, will identify non-compliance of THE ASSOCIATION's governing documents and report such to THE ASSOCIATION's Board of Directors and at the same time action in a timely manner as per the agreed Board violation letter procedure.
22. Act as Registered Agent for The ASSOCIATION and provide office location for process service purposes (foreclosures of lot owner mortgages, and any other legal proceedings).
23. Act as THE ASSOCIATION'S liaison with others such as developers, government agencies, attorneys and realtors.
24. Receive maintenance requests from individual lot owners and, when such requests meet approved guidelines, prepare and issue purchase requests, follow up on requests, inspect work as required, disburse THE ASSOCIATION's funds to pay for maintenance services. Notwithstanding anything to the contrary, AGENT shall have no liability, obligation and/or responsibility for any and all work, maintenance, repairs

and/or replacement performed on any individual lot and/or THE ASSOCIATION's common areas/recreational facilities/amenities. Further, AGENT does not guarantee and/or warrant any maintenance, repairs and/or replacement, and/or the quality thereof, performed on any individual lot and/or THE ASSOCIATION's common areas/recreational facilities/amenities.

25. Obtain competitive bids, make awards, supervise contract compliance, and disburse THE ASSOCIATION's funds for contracted services such as liability insurance, pool and grounds maintenance, pest control and/or other special requirements of THE ASSOCIATION in accordance with the Governing Documents. Manager will coordinate the services of professional consultants, such as accountants, lawyers, engineers and general contractors as necessary on behalf of the ASSOCIATION. All maintenance personnel, subcontractors and/or vendors shall solely be contractors of THE ASSOCIATION and shall in no circumstance be considered employees, licensees, vendors, invitees and/or agents of AGENT. Any repairs, structural changes, alterations for additions to the common area or any portion thereof that requires an expenditure from accumulated capital reserves or an expense of more than five thousand dollars (\$5,000.00) shall be deemed major repairs/alterations and AGENT may charge the ASSOCIATION a fee up to seven (7) percent.
26. In the event of an act of God, natural disaster, insurable claim and/or other catastrophe, such as, without limitation, hurricanes, fire, tornados, sinkholes, tropical storm and/or floods which require the CAM to spend more time in Community in addition to its regularly scheduled site visits, THE ASSOCIATION hereby acknowledges, understands and agrees that THE ASSOCIATION shall be billed by AGENT for any additional time the CAM spends on the property with a two hour minimum. Aiding residents or emergency calls during non-working hours requiring CAM to travel to the community, will be billed by AGENT with a minimum two-hour charge, per site visit. See, ADDENDUM A – SCHEDULE OF FEES FOR PERIODIC ROUTINE SERVICES for AGENT FEES for such services.
27. Participation in any type of lawsuit, dispute resolution or administrative proceeding, including without limitation, lawsuits or proceedings involving the Association or its members, officers, directors, employees, agents, service providers or contractors, or in any way related to the ASSOCIATIONS business, property, collection of delinquent assessments, and or enforcement of community documents will be billed at a rate of as per, ADDENDUM A – SCHEDULE OF FEES FOR PERIODIC ROUTINE SERVICES for AGENT FEES for such services. .
28. AGENT will make every effort to ensure that contractors are licensed and insured within THE ASSOCIATION's policy, including proper levels of general liability, auto liability and worker's compensation insurance. AGENT will review insurance policy expiration dates to provide assurance that contractors are carrying valid insurance cover to execute the original contractor(s) and THE ASSOCIATION. AGENT and any contractor/vendor insurance carrier must name THE ASSOCIATION as additionally named insurer.

29. AGENT will ensure that THE ASSOCIATION is adequately covered for general, auto and property liability insurance and Director's and Officer's liability at all times. AGENT to ensure that Insurance policies are renewed, with direction and approval from THE ASSOCIATION's Board of Directors in advance of application expiration dates.
30. Receive and date stamp incoming Architectural Review Committee (ARC) applications received by AGENT on behalf of THE ASSOCIATION and forward on to ARC or Board of Directors designated representative in a timely manner. Advise any lot owners of ARC approval or denial within a reasonable time after the receipt of the approved or denied application or as may be required by THE ASSOCIATION's Governing Documents.

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ADDENDUM A-SCHEDULE OF FEES FOR PERIODIC ROUTINE SERVICES

This **Addendum A-Schedule of Fees for Periodic Routine Services** is attached to and hereby made a part of the **COMMUNITY ASSOCIATION MANAGEMENT AGREEMENT** (the "Agreement") between **Colbert Landing Homeowners Association, Inc.** ("THE ASSOCIATION") and **Home Encounter HECM, LLC** ("AGENT"), dated June 24th, 2024.

AGENT shall perform certain periodic routine services upon request by THE ASSOCIATION's Board of Directors (the "Board") or by written policy adopted by the Board or by reference to these services and in the above-described Agreement and/or Scope of Management Services.

Postage/Paper/Mailing

Postage	USPS Published Rates
Certified Mail	USPS Published Rates + \$5.00
Copies	\$0.25 each
Copies Color	\$0.75 each
Envelopes	\$0.25 each
Labels	\$0.15/each
Mass Mailing	\$50.00 per mailer + costs
Mail House Services	At Cost to provide as needed
Office Supplies (File Folders/Envelopes)	At Cost to provide as needed
New Homeowner Welcome Letter	\$5.00 per letter

Banking/Assessments/AP

Special Assessment Admin Fee	\$2.50 per unit per payment
Coupons/Statements	\$5.25 per owner
Manual Payment Processing (No Coupon)	\$3.50 per payment
Returned Check Fee	\$35.00 or bank fee whichever is higher
1099 Preparation	\$5.00 per vendor
AP Check (Includes Postage)	\$3.00 per check

Collection Charges

Payment Reminder	\$5.00 per letter (Billed to Homeowner)
Intent to Lien	\$50.00 per letter (Billed to Homeowner)
Attorney Transfer Package	\$150.00 per file (Billed to Homeowner)

Covenant Enforcement

1 st Notice	\$2.50 per letter
2 nd Notice	\$2.50 per letter
Certified Mail Notice	\$2.50 per letter + certified mail costs

Hourly Rates

Attendance at, and/or participation in, any non-contracted service such as court appearances, depositions, legal consultations, site visits **[Note 2 hour minimum]**, emergency services by Manager/Principal/Clerical, outside contractual obligation:

\$150.00/Hour (Principal)
\$75.00/Hour (Manager)
\$50.00/Hour (Clerical)

Access Database Management (Gates, Doors, Swimming Pools)

1-50 Homesites	\$50.00 per month
151-300 Homesites	\$100.00 per month
300-500 Homesites	\$150.00 per month

Security Camera(s)

Footage Review	\$60.00 per hour (Billed in 15 min increments)
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No Charge Items

Homeowner Portal	No Charge
Mobile App	No Charge
Statutory Agent Fee Registered Agent)	No Charge
Facsimile Transmission	No Charge
Electronic Communications	No Charge
Long Distance/Cell Phone Service	No Charge
Telecommunications/E-mail/Voicemail	No Charge
Board Meeting Packages	No Charge
Special Assessment Setup Fee	No Charge

Fees Paid by Third Parties (Title Companies, Realtors, Tenants)**Estoppel/Transfer Fee**

Estoppel Fee	\$250.00
Lender Questionnaire	\$100.00
Governing Documents	\$75.00 (to the extent permitted by law)
New Owner Transfer (No Estoppel)	\$200.00

Background/Criminal/Tenant

Tenant Rent Demand	\$50.00 per letter
Background Check	\$50.00 per applicant

Any other supplies requested by **THE ASSOCIATION**, which becomes property of **THE ASSOCIATION** will be charged to THE ASSOCIATION at cost. AGENT will attempt to obtain any such supplies at the best available value. THE ASSOCIATION knowingly and voluntarily acknowledges, understands and agrees that any or all of the periodic routine fees and costs shown on this **Addendum A-Schedule of Fees for Periodic Routine Services** are subject to change without prior notice. THE ASSOCIATION hereby knowingly and voluntarily agrees to be bound by and to pay any increase and/or change in any or all of the periodic routine fees and costs described and/or set forth on this **Addendum A-Schedule of Fees for Periodic Routine Services**. Any increase and/or change in the periodic routine fees and costs described and/or set forth on this **Addendum A-Schedule of Fees for Periodic Routine Services** shall in no way be considered an amendment and/or modification of the Agreement.

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Document ID	74a2b4dd4c2e5953f7e16c9d323181f07b97097d
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



06 / 25 / 2024
18:48:37 UTC

Sent for signature to Martha Schiffer (martha.schiffer@meritagehomes.com), Brad van Rooyen (bvanrooyen@homeriver.com) and Ashley Macias (amacias@homeriver.com) from bvanrooyen@homeriver.com
IP: 47.207.16.147



06 / 25 / 2024
18:59:21 UTC

Viewed by Brad van Rooyen (bvanrooyen@homeriver.com)
IP: 47.207.16.147



06 / 25 / 2024
18:59:29 UTC

Signed by Brad van Rooyen (bvanrooyen@homeriver.com)
IP: 47.207.16.147



06 / 25 / 2024
19:32:18 UTC

Viewed by Ashley Macias (amacias@homeriver.com)
IP: 47.203.6.163



06 / 25 / 2024
19:32:45 UTC

Signed by Ashley Macias (amacias@homeriver.com)
IP: 47.203.6.163

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(martha.schiffer@meritagehomes.com)
IP: 161.123.87.178



06 / 25 / 2024
19:47:26 UTC

Signed by Martha Schiffer
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The document has been completed.