

ASSOCIATION MANAGEMENT AGREEMENT (“Agreement”)

Between

Certified Management of Austin, LLC, (“CMA”)
101 River Hills Drive
Georgetown, TX 78628
Phone 512-339-6962
Fax 512-339-1317

And

Bradford Park Homeowners Association, (“Association”)
Round Rock, Texas 78664

With respect to the community known as

Bradford Park (“Property”)

1. PRELIMINARY MATTERS

This Agreement for professional management services will commence on January 1, 2021 (“Commencement Date”) and will expire on the last day of December (“Expiration Date”). Unless this Agreement is terminated, the term of the Agreement will automatically renew for successive one-year periods, as described in Section 3.

In exchange for the professional management services, the Association shall pay CMA on the first day of each month that the services are to be rendered, as set forth in Exhibit “A”. In addition to such amounts, the Association shall pay CMA monthly, as billed, for any additional services as outlined herein and on Exhibit B, herein attached. The Association shall pay all invoices in full within 30 days from the invoice date.

Prior to the Commencement Date, the Association shall provide CMA all books and records of the Association, including but not limited to the Federal Tax ID number, all corporate filed and recorded documents, all dedicatory instruments (including without limitation dedicatory instruments as defined in Texas Property Code § 202.001(1) as of the execution of this Agreement), proof of insurance, list of members’ names and current mailing addresses, detailed beginning and pre-paid balances and funds required to open bank accounts, and itemized ledgers for each member in the Association. CMA is not liable for failure of the Association or its previous managing agent to retain records to the extent required by law. CMA will not be required to pursue any former management company or other party regarding turnover of records that any previous management companies or other parties fail to provide. Association represents and warrants the accuracy of financial or other records provided by Association or any former management companies, and CMA may rely on all such records as true and accurate. It is the Association’s responsibility to determine whether an audit or review of records is warranted at any time. CMA advises the Association to consult with legal counsel to ensure that the Association’s records include all records required by law to be maintained. Transition fees may apply based on availability to obtain Association records and or funds from any prior management companies.

The Association represents and warrants that it currently has 284 lots and that current assessments for the Association are \$180.00 and are billed annually. The Association shall provide CMA with late-date and late-fee information to be applied to delinquent accounts.

The Association hereby designates the following individual (“Liaison”) as its liaison to CMA. The Liaison will act on behalf of the Board of Directors and CMA will follow the Liaison’s directives, whether Liaison has received appropriate approval from fellow Board members. The Liaison shall always be the President of the Association during the term of this Agreement.

Keith Lindsey
2610 Andres Way
Round Rock, TX 78664
512-674-1294
kalecomm@gmail.com

2. CMA APPOINTMENT:

The Association represents and warrants that it is the governing body of the property owners comprising the Association. The Association further represents and warrants that it has the authority to assess and collect fees, charges, and assessments from Association members, and to administer the Property. The Association hereby appoints CMA as its managing agent and engages CMA’s professional services to operate and administer the Property in accordance with this Agreement. Notwithstanding the foregoing, nothing in this is to be interpreted to give CMA control over the Association’s common areas and amenities, or to convert CMA into an owner for any purpose. CMA may only implement the decision of the Board, as conveyed by the Liaison. Furthermore, nothing in this Agreement shall require CMA to track, coordinate, or manage leased units or dwellings within the Property, unless otherwise agreed to by both parties.

3. TERM

This Agreement will begin on the Commencement Date and will expire on the Expiration Date. Either party may terminate this Agreement without cause by giving the other party at least sixty (60) days’ written notice. This Agreement will automatically renew sixty (60) days’ out from the Expiration Date if not terminated or renegotiated, on an annual basis, with an additional \$100.00 increase over each month’s increased amount. If the Association terminates this Agreement for any reason other than a material breach by CMA under this Agreement that CMA is unable to cure in the thirty (30) day period after receipt of notice from the Association of such breach, the Association shall pay CMA an Early Termination Fee. The Early Termination Fee equals the management fees that the Association would be obligated to pay during the current term (whether the initial term or a renewal term) had the Association not terminated this Agreement. The Association shall pay such Early Termination Fees at the time CMA receives the Association’s notice of termination. CMA shall transfer early termination fee from Association funds at the same time. Such notice will not affect or impose any right which has accrued to either party prior to the date of the notice. This Agreement will terminate automatically upon the termination of the Association’s right to assess or collect fees, charges, and assessments from the Association’s members.

4. MANAGEMENT

CMA shall use commercially reasonable measures to operate and manage the Property consistent with professional standards in the locale in which the Property is situated. All of CMA’s actions under this Agreement will be done as an agent of the Association, and all obligations or expenses incurred hereunder will be for the account, on behalf, and at the expense of the Association. Notwithstanding the foregoing, the Association shall not hold CMA to a higher degree of care than a director of the Association as provided in the Texas Business Organizations Code. Specifically, CMA shall discharge its duties in good faith, with ordinary care, in accordance with good business judgment and in the manner that CMA believes to be in the best interest of the Association. CMA WILL NOT BE DEEMED TO HAVE THE DUTIES OF A TRUSTEE OF A TRUST WITH RESPECT TO THE ASSOCIATION AND ITS MEMBERS, OFFICERS AND DIRECTORS. SIMILARLY, CMA WILL NOT BE DEEMED TO BE A TRUSTEE FOR ANY OF THE TASKS THAT IT SHALL PERFORM FOR THE ASSOCIATION, INCLUDING BUT NOT LIMITED TO THOSE TASKS SET OUT IN THIS AGREEMENT.

5. OPERATING BANK ACCOUNT AND RESERVE BANK ACCOUNT(S)

CMA shall use commercially reasonable efforts to collect all member fees and other monies due to the Association including, but not limited to, charges, periodic assessments, and vending income. All receipts will be deposited in the Association’s operating bank account. CMA shall make all disbursements from the operating bank account. CMA may pay bills of the Association by auto-debit, auto-draft, credit card, or such other method as is customarily used by CMA in its accounting processes, so long as the Association does not incur any additional cost or expense. CMA may establish interest-bearing bank account(s) for the Association. The Association’s bank accounts shall be established and maintained at an institution of CMA’s selection. Further, a representative of CMA shall be a signatory on all of the Association’s bank accounts. The Association agrees that by executing this Agreement, the Association’s Board of Directors hereby approves CMA’s representative as a signatory on any and all Association bank accounts, authorizes CMA’s representatives to open bank accounts (whether operating, reserve, certificates of deposit (“CDs”) or money market) at the direction of the Board of Directors. Periodically, CMA may transfer excess funds from the Association’s operating bank account into the interest-bearing bank account. Notwithstanding the foregoing, however, the Association agrees and acknowledges that CMA is not, and does not purport to be, a financial planner or advisor with respect to the Association’s monies, bank accounts, CDs, or other investment vehicles. CMA shall close all Association bank accounts, including money market/CD accounts, upon termination of this Agreement and all funds in such accounts payable to the Association will be forwarded to Association’s representatives.

6. INITIATE LEGAL PROCEEDINGS

If the Association’s Board of Directors provides CMA prior approval, CMA may initiate and pursue legal proceedings through the Association’s legal counsel for the collection of monies due and owing to the Association from delinquent owners. CMA shall charge a onetime account preparation fee of \$100.00 to deliver all necessary information to Association’s attorney of record. Additionally, each delinquent account will be charged a \$10.00 per month administration fee during the duration the delinquent account is with the attorney. The Association shall bear all expenses incurred in the collection of such monies, and CMA may pay such expenses from the operating account of the Association. However, CMA may assess a collection fee payable by the delinquent owner (not the Association) to CMA to compensate CMA for the time and expense incurred by CMA in collecting past due accounts, if such fees are permitted by the Association’s governing documents.

7. MAINTENANCE AND REPAIRS

As consideration for the performance of maintenance and repairs in the ordinary course of operating the Property, the Association shall pay CMA an hourly rate of \$70.00 per man-hour. Emergency work order request (day, evening, weekend, holiday) will be billed at \$105.00/per man hour. CMA shall perform such ordinary maintenance on the Property once, for a two hour visit, per month to the Property, or more frequently as otherwise requested by the Association. Except as otherwise provided herein, CMA shall not incur a single expenditure for maintenance and repair in excess of \$500.00 (“Maintenance Repair Limit”) without prior approval of the Association. Upon receipt of CMA’s request to incur such expenditure in excess Maintenance Repair Limit, the Association shall promptly tender its approval or disapproval. CMA shall pay all Association maintenance and repair expenses from the operating account of the Association. In order to prevent damage or injury to persons or property or for other reasons (e.g., CMA’s inability to immediately contact the Association), CMA may make expenditures for maintenance and repairs which exceed the aforementioned Maintenance Repair Limit amount without prior approval, in which event the Association will be promptly notified of such expenditures. CMA may use a routine checklist when performing maintenance of the common areas and at the direction and expense of the Association, maintenance duties may be increased or decreased. (Hourly rates subject to change without notice)

8. SERVICE CONTRACTS

CMA may enter into service contracts, not to exceed the \$500.00 (“Service Contract Limit”) for the cleaning, maintaining, or repairing of the Property. With the Association’s prior approval, CMA may enter into service contracts in excess of the Service Contract Limit. CMA shall pay undisputed, due, and owing contract expenses from the operating account of the Association. Service contracts will be entered into between the Association and the service providers and will not be entered into by CMA. The Association’s Board of Directors hereby authorizes CMA to sign approved contracts on behalf of the Association. CMA shall act as the point of contact for all service providers to ensure services are being rendered in accordance with applicable contract requirements.

9. INSURANCE

During the term of this Agreement, the Association shall obtain and maintain comprehensive insurance coverage against damage of, loss of, or injury to property or persons that might arise out of the operation, management, maintenance, repair, or occupancy of the Property, in the types and coverages required herein. The Association shall secure and maintain valid, collectible insurance, including the following coverages:

- a. General liability insurance, with the following minimum limits of liability:
 - i. Per occurrence or accident: \$500,000; and
 - ii. General aggregate limit: \$1,000,000;
- b. If the Association employs employees, workers’-compensation insurance with limits of liability prescribed by law; and
- c. Umbrella insurance coverage, with limits of liability of not less than \$1,000,000 on any one accident or occurrence.

Upon execution of this Agreement, the Association shall provide CMA a copy of the master insurance policy (or policies, as applicable) covering the Property, as well as certificates of insurance evidencing the existence of the Association’s general liability and property hazard insurance. If the Association does not provide certificates evidencing the existence of general

liability and property hazard insurance, CMA may purchase said insurance and pay the premium from the Association's operating account.

The Association may, but is not required to, participate in the CMA insurance program. If the Association desires to participate in the CMA insurance program, it shall notify CMA to that effect. Upon such notice, CMA shall solicit recommendations for coverage and bids for insurance (using coverage requirements provided by the Association) from the qualified insurance agency used with the CMA insurance program. CMA will charge the Association, and the Association shall pay CMA, an annual fee of \$125.00 at each renewal period for participation in the CMA insurance program. For the avoidance of doubt, should the Association not participate in the CMA insurance program, CMA shall not be required to solicit recommendations for coverage or bids for insurance. CMA may pay the Association's insurance premiums from the Association's operating account.

Any new or existing insurance policies for the Association and/or Property must include CMA as an additional insured and must include a waiver of subrogation in favor of CMA. The Association shall bear any additional cost to include CMA as additional insured on such policies. All insurance coverage required herein must be primary to all insurance available to CMA, and any insurance maintained by CMA will be deemed excess secondary, and non-contributing. Where necessary, coverage must be endorsed to provide such primary liability.

To coordinate insurance costs to the annual operating budget of the Association, CMA shall change the policy period to run from October 1st to September 30th for all policies.

Upon termination of this Agreement for any reason, the Association shall obtain and maintain tail insurance coverage (or an extended reporting period), in the same coverage types and amounts obtained and maintained under this Agreement, naming CMA as an additional insured, for a period of not less than two years from the date of termination.

CMA shall not track individual insurance (rental/vehicle) policies.

10. TAXES AND OTHER ASSESSMENTS

The Association shall pay all due and owing *ad valorem* taxes, personal property taxes, improvement assessments, and other like taxes and charges. CMA may pay the same from the Association's operating account. CMA may procure the services of property tax analysts in analyzing property tax expenses and/or preparing protests and filing returns relating to such taxes. The Association shall pay the expenses and fees associated with such protests and filings.

11. FRANCHISE, SALES, AND INCOME TAXES AND AUDITS

The Association shall pay any franchise taxes, income taxes, sales taxes, and other like charges it incurs. CMA may pay such costs from the Association's operating account. CMA may procure the services of legal and accounting professionals for the preparation of franchise, income, and sales tax filings for the Association. In the event the Association is a corporate entity and it is not in good standing with the Texas State Comptroller and the Texas Secretary of State, CMA may retain the services of a CPA or attorney to take action necessary to bring the Association's corporate entity into good standing with the Texas State Comptroller and the Texas Secretary of State. CMA may further retain the services of a CPA to obtain an exemption from state franchise taxes and the annual filing of a franchise tax return. In the alternative, CMA may provide the aforementioned services to the Association. CMA shall use the Association's operating account to pay for fees relating to bringing the Association's corporate entity into good standing and/or obtaining exemptions available to the Association's corporate entity. CMA may solicit and retain a CPA to prepare an annual audit, or such other periodic audits, as may be approved by the Association. The Association is encouraged to obtain an annual audit.

12. BOOKS OF ACCOUNT

CMA shall maintain adequate and separate books of account for the Association prepared on a cash basis. All entries must be supported by sufficient documentation to ascertain that said entries are properly and accurately recorded. CMA shall maintain:

- a. Complete copies of all property reports rendered to Association
- b. Detailed cash account reconciliations
- c. Bank statements and supporting documentation of all debits and credits
- d. Bank account registers
- e. Explanations of all adjusted journal entries

CMA shall provide to the Association the standard Chart of Accounts used for classification purposes by CMA. All accounting records will be based on a calendar year. In the event that the Association is required by its dedicatory instruments to operate on a fiscal year, the accounting records will be based on that fiscal year. CMA may maintain all Association records electronically.

13. FINANCIAL PROPERTY REPORT

CMA shall furnish the Association a monthly financial property report no later than the 30th day of the month following the month of operation. The Association shall have a period of 30 days after receipt of a property report within which to request additional information concerning said financial property report. CMA shall render such additional information within a reasonable period of time. If no requests for additional information are made by the Association, the property report will be considered accepted by the Association.

14. BUDGET

CMA shall prepare an annual operating budget for the next calendar year for the Association and shall send it to the Association's Board of Directors for approval by September 1st of each year. The budget may contain fees that are higher than the fees referenced in this Agreement and/or the fees charged during a previous term of this Agreement. CMA's delivery of a budget with such increased fees will be deemed notice that CMA intends to increase the fees for the next calendar year to the rates stated on the prepared budget. *The Association shall adopt the budget and return it to CMA no later than October 31st of each year. Should the budget not be approved, adopted and returned to CMA, a monthly penalty fee shall apply in the amount of \$100.00. In addition, the Association shall be charged a \$250.00 emergency processing fee upon approval of budget.* In the event that the Association is required by its dedicatory instruments to operate on a fiscal year (rather than on a calendar year), the deadlines described in this Section will be adjusted to comply with that fiscal year.

15. ENFORCEMENT OF DECLARATION AND BYLAWS

As directed by the Association, CMA shall reasonably enforce the Association's Declaration, Bylaws, rules and regulations, and other applicable dedicatory instruments. Enforcement action to be taken by CMA against an owner will be at the directive and on behalf of the Association's Board of Directors.

16. MEETINGS

CMA shall attend one (1) Annual Homeowners Meeting of the Association (day or evening). CMA shall only attend one (1) Annual Meeting, and if for any reason the meeting must be rescheduled, CMA's attendance on any recalled meeting is at the hourly rate of \$175.00. This rate includes re-notification and all meeting prep, travel time to and from recalled meeting and time of meeting. Regular meetings cannot be substitution for the recalled meeting.

CMA shall meet with the Board of Directors four (4) times throughout the year with meetings being conducted Monday – Friday, between the hours of 8AM – 5PM. Such meetings may either be in person or video/teleconferenced. Preparing agendas and meeting preparations material is included. If CMA schedules and prepares for a meeting, and the Association cancels the meeting for any reason, the canceled meeting will be deemed to be an attended meeting under the previous sentence. No single meeting may exceed two (2) hours in length. If a meeting that CMA attends either in person or video/teleconference exceeds 2 hours, CMA will charge the Association, and the Association shall pay CMA, \$175.00 per hour for the time exceeding 2 hours. CMA shall not take minutes unless agreed upon by both parties for which fees will apply.

17. PROPERTY INSPECTIONS

CMA shall, via automobile, perform property inspections of the common areas and the community which is viewable from inspector's vehicle, once per month. CMA will process violations reported to CMA by either the Board or owners, if submitted in writing. If the Association requests additional property inspections, property visits including vendor meeting, errands, CMA will charge the Association, and the Association shall pay CMA, at an hourly rate of \$175.00 per hour for such matters. CMA shall not perform walking inspections unless approved by CMA's President. CMA will charge the Association, and the Association shall pay CMA, at a rate of \$175.00 per hour, with time rounded up to the next hour, for such approved walking inspections. No such walking inspection may be longer than two (2) hours. At the direction of the Association, CMA shall provide reports of inspections from third party service providers, if used. Board and or owners can forward non-compliance issues, in writing only, CMA shall not verify prior to issuing a letter.

CMA uses a third party vendor, Smartwebs, for property inspections, work orders, resident/communications and for Architectural review submissions. CMA shall have no responsibility other than uploading owner's projects to the Smartwebs system, and forwarding to the appropriate individuals. The Association shall have the sole responsibility to review and render final decisions, including but not limited to completeness, notifications of approvals, request for additional information, and or to deny projects. CMA will issue denial letters by certified mail upon request of the Association. The Association shall bare the expenses for the use of Smartwebs, which are discounted for CMA clients. Current rates are \$25.00/mo. administrative fee, \$175.00 per man hour set up fee, upgrades and special request will be billed at cost plus 20%.

18. COSTS TO BE REIMBURSED OR PAID TO CMA

CMA will charge the Association, and the Association shall pay CMA, \$175.00 per hour for special or extraordinary projects or tasks, depositions, and/or legal consultations and proceedings involving CMA. The Association will not be required to directly pay for any of CMA's general overhead. CMA shall retain all returned-check charges (\$20.00) to compensate CMA for the time and expense involved with collecting same. If the Association assesses any special assessments, CMA will charge the Association, and the Association shall pay CMA, \$3.00 per door per calendar month, for each calendar month (partial months being rounded up to the next month) that the special assessment is assessed to Association members. This additional charge is intended to compensate CMA for the additional time and monitoring of the billing and collection of the special assessment. If CMA is requested to act in the capacity of general contractor in the repair, replacement, or rehabilitation of improvements, CMA will charge the Association, and the Association shall pay CMA, a fee equal to 10% of the cost of such repair, replacement, or rehabilitation of improvements, or a lesser percentage if agreed to by both parties in writing. If the Association requires employees to operate, CMA (or a third party of CMA's selection) will be the primary employer of such employees and shall provide the administration and supervision of such employees, shall pay all payroll taxes and worker's compensation insurance, and shall prepare all applicable federal and state tax returns. In consideration for such employee-related services, the Association shall reimburse CMA the cost of payroll plus an add-on factor of 38% of such payroll costs; however, CMA may reduce this factor depending upon the worker's compensation insurance rate applicable to the "class code" of the employee. CMA shall use a third party vendor for large or last-minute requested mail-outs to the entire community, and the Association shall bear the cost associated with such mail-out service, even if cost is over and above CMA's listed fees. CMA will charge the Association, and the Association shall pay CMA, \$175.00 per hour, less the amounts charged to the member (or the member's authorized agent) pursuant to state law, for CMA's services in responding to a request for copy and/or inspection of the Association's books and records, including without limitation: facilitating inspection of the books and records by a requesting party, supervising such inspection, and producing hard or electronic copies of the requested books and records in accordance with the law.

19. ADDITIONAL SERVICES CMA IS WILLING TO PROVIDE

If requested by the Association, CMA may be willing to assist, but is not required to assist in the following:

- a. Negotiate and settle insurance claims on behalf of the Association, in which case CMA will be paid a fee equal to 5% of any such settlement (or a lesser percentage if agreed to by CMA); however, this fee applies only to insurance claims in excess of \$25,000.
- b. Assist in obtaining/renewing loans for the Association, in which event CMA will be paid a fee equal to 1% of the loan amount (or a lesser percentage if agreed to by CMA); however, this fee only applies to loans in excess of \$25,000.
- c. Assist in, participate in, or monitor litigation, mediation, or arbitration involving the Association, in which case Association shall pay CMA the greater of: (1) 5% of any settlement or monetary award, or (2) an amount equal to \$100.00/hour for CMA's time.
- d. Provide special financial reports, as requested by the Association that require monthly updates. Updates shall be billed to the Association monthly at the rate of \$50.00. Set up for such reports will be billed at CMA's hourly rate of \$175.00.
- e. CMA may track leased property, at the request of the Association, at a rate of \$10.00 per month per lease, unless otherwise negotiated by both parties.

20. ASSOCIATION'S COVENANT TO NOT HIRE CMA'S PERSONNEL

The Association acknowledges and agrees CMA provides its employees specialized training, confidential information, and goodwill, and that the Association benefits from such specialized training, confidential information, and goodwill. The Association therefore acknowledges and agrees that it is fair and reasonable for CMA to take steps to protect its interests in such matters. Consequently, the Association agrees to the following non-solicitation covenant.

If, anytime during the two (2) years after any termination of this Agreement, the Association solicits, contracts with, enters into a business arrangement with, or hires, directly or indirectly, any personnel of CMA who provided services to the Association during the 12 months preceding the termination of this Agreement, for the purpose of such personnel providing management, maintenance, or supervisory services to the Association, then the Association shall pay CMA a Placement Fee. The Placement Fee is a fee in an amount equal to six months' worth of wages, at the rate CMA last paid the personnel who the Association solicited, contracted with, entered into a business arrangement with, or hired. The parties agree that the amount of the Placement Fee is reasonable, in light of the extensive training, confidential information, and goodwill that CMA provides.

CMA hereby notifies the Association, and the Association acknowledges that CMA enters into employment agreements (containing non-competition and non-solicitation clauses) with all of its employees. If the Association wishes to solicit, contract with, enter into a business arrangement with, or hire any personnel of CMA who provided services to the Association during the 12 months preceding the termination of this Agreement, the Association may inquire CMA as to whether such actions would interfere with CMA's employment agreement with such personnel.

The Association acknowledges that the specialized training and confidential information provided and CMA's need to protect its goodwill, give rise to CMA's interest in the covenants in this Section, and that any limitations as to time, geographic scope, and scope of activity to be restrained are reasonable and do not impose a greater restraint than necessary to protect the goodwill or other business interests of CMA. The Association agrees that the limitations set forth above are reasonable and enforceable under Texas law.

21. ASSOCIATION'S RIGHT TO AUDIT

The Association may conduct an audit, at the Association's expense, of the Association's books and records maintained by CMA. CMA shall charge the Association \$175.00 per hour for audit assistance in communicating and providing any requested records to audit firm chosen by Association. Should errors in recordkeeping be discovered by the Association, CMA shall correct such errors within a reasonable time after discovery. CMA shall inform the Association in writing, of the action taken to correct such errors. CMA will not be held liable, nor will it be cause for termination of this Agreement, if the Association fails to perform audits as required by the governing documents or by state statute.

22. FINAL ACCOUNTING

Upon termination of this Agreement for any reason whatsoever, CMA shall deliver to Association within thirty (30) days after termination, the following with respect to the Property:

- f. A final accounting, reflecting income, expenses and ending cash balance,
- g. The balance of any money of the Association under CMA's control, and
- h. Unpaid bills for which the Association is responsible.

If, subsequent to termination, operating funds are not sufficient to pay the Association's obligations, the Association will be directly responsible for payment of same and shall make payment within five (5) days from date of notice of such insufficiency. CMA shall, upon receipt of the termination notice, estimate the final reimbursement expense of the client and cut a check for such. Should the check not be sufficient to cover the final expenses, the Association shall forward a check as noted herein. CMA shall further reimburse the Association if the estimated expenses were over-calculated, within five (5) days, of reconciling the account information.

23. RESALE AND RELATED FEES

CMA shall pay itself any fees, reimbursements, and other costs due as described in this Agreement from the Association's operating account. CMA shall bill members of the Association directly for Resale Certificates, Demand Letters, and/or Mortgagee/Condominium Questionnaires as follows:

a. Resale Certificate Package	\$ 375.00
b. Refinance Fee	\$ 100.00
c. Condominium Questionnaire Fee (standard/custom)	\$ 100.00/\$300.00
d. Inquiry Fee, Resale Updates, Re-issuance of Resale Certificates	\$ 75.00
e. Condo Certs Processing Fee (standard/custom)	\$ 29.00/\$40.00
f. Rush Fees (if requested)	\$150.00
g. Conveyance Fees	\$150.00 - \$375.00

However, if such payments are erroneously paid to the Association, then CMA may deposit such funds into the operating accounts and shall then pay itself from the operating account of the Association.

CMA may require payment in advance for issuance of any resale certificate or other transfer of ownership-related documents. If a resale certificate is not requested and a transfer occurs, all fees associated with Association record updates related to the transfer will be due and owing to CMA the time the transfer becomes known. These fees will be equivalent to the fees for issuance of the resale certificate. Additional "rush" fees may be charged according to the then current CMA fee schedule if transfer-related documentation is requested to be provided in a time period shorter than the time period allowed by law. CMA shall not preform inspections prior to the issuance of resale. *(Prices for the above services are subject to change without notice)*

24. COMPLIANCE WITH BUILDING REGULATIONS

CMA assumes no responsibility for compliance of any building on the Property or any equipment situated thereon with the requirements of any statute, ordinance, law or regulation of any governmental body or of any public authority or official thereof having jurisdiction, except to notify the Association promptly, or forward to the Association, any complaints, warnings, notices or summonses received by it relating to such matters. The Association represents and warrants that to the best of its knowledge the Property and equipment situated thereon comply with all such requirements. The Association hereby authorizes CMA to disclose the names of the owners of the Property to any such officials. The Association shall indemnify and hold harmless CMA, its members, managers, officers, representatives, and employees, from, for and against all loss, cost, damages, expense, and liability which may be imposed on the Association, its members, directors, officers, representatives, and/or employees by reason of any present or future violation or alleged violation of such laws, ordinances, statutes, or regulations.

25. POOL, AMENITY CENTER, OTHER FACILITY

In the event the Association opens a new or remodels existing facility that involves property, plant, and equipment (e.g., a pool, amenity center, new gate systems/fobs, recreation center, etc.) and the property manager/maintenance and other personnel of CMA will be invariably involved, CMA will keep a detailed tally of additional time spent by the property manager and other personnel in any such opening process and will bill the Association, and the Association shall pay CMA, for the additional service required based on the prevailing hourly billing rate of \$175.00 per man hour or as otherwise negotiated in writing, between parties.

26. NOTICES, ETC.

All notices, demands, exhibits, consents and reports provided for in this Agreement must be in writing and must be given to the Association or CMA at the address set forth herein or such other address as they may from time to time specify. Instructions to CMA from any of the members of the Board of Directors or the Liaison will be deemed to be duly authorized by the Board on behalf of the Association. The Association shall not require CMA to call or visit members to discuss delinquencies, violations, or other business related to the Association. All communication from CMA will be in writing, regardless of the nature of business.

27. INDEMNIFICATION

To the fullest extent permitted by applicable law, the Association shall indemnify, protect, hold harmless, and defend CMA, its members, managers, officers, and employees (collectively, "Indemnitees") from, for, and against all claims, demands, damages, injuries, losses, liens, causes of action, suits, judgments, penalties, liabilities, debts, costs, and expenses, including but not limited to court costs and attorneys' fees (collectively, "Liabilities") of any nature, kind, or description, whether arising out of contract, tort, strict liability, misrepresentation, violation of applicable law, and/or any cause whatsoever (including, without limitation, claims for injuries to or death of any person, or damages to or loss of any property), of any person or entity directly or indirectly arising out of, caused by, in connection with, or resulting from any act or omission of the Association, any of the Association's respective employees, agents, officers, directors, members, or anyone that either the Association controls or exercises control over. The Association's indemnification, protection, hold harmless, and defense duties will apply, without limitation, to any acts or omissions of CMA or its members, managers, officers, or employees related to review, approval, denial, or other act associated with the architectural review process further described in the dedicatory instruments of the Association. The preceding sentence does not, and is not to be construed to, create any duty of CMA related to the architectural review process; CMA will have no such duties other than as expressly noted herein. THE OBLIGATION OF THE ASSOCIATION UNDER THIS SECTION APPLIES TO LIABILITIES EVEN IF SUCH LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE, FAULT, OR STRICT LIABILITY OF ANY INDEMNITEE, WHETHER PREDATING THIS AGREEMENT OR NOT, AND WHETHER OR NOT SUCH SOLE, JOINT, OR CONCURRENT NEGLIGENCE,

FAULT, OR STRICT LIABILITY WAS ACTIVE OR PASSIVE, BUT NOT TO THE EXTENT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.

The Association shall promptly advise CMA in writing of any action, administrative or legal proceeding, or investigation as to which indemnification may apply, and the Association, at the Association's expense, shall assume on behalf of Indemnitees and conduct with due diligence and in good faith the defense thereof with civil trial counsel satisfactory to CMA and board certified by the Texas Board of Legal Specialization in Civil Trial Law. Notwithstanding the foregoing, Indemnitees may, at their own option, be additionally represented by advisory council of their own selection and at their own expense.

If the Association fails to fully perform its indemnification obligations in accordance with this Agreement, Indemnitees, at their option, and without relieving the Association of its obligations hereunder, may so perform such obligations, but the Association shall reimburse such Indemnitees for all costs and expenses so incurred by Indemnitees, together with interest on such costs and expenses, from the date any such expense was paid by Indemnitees until reimbursed by the Association, at the highest lawful rate of interest allowed under applicable usury laws of the State of Texas (or if no maximum rate is applicable, at the rate of eighteen percent (18%) per annum). The indemnification described in this Section will not be limited to damages, compensation, or benefits payable under any insurance policies. With respect to any legal limitations now or hereafter in effect that affect the validity or enforceability of the indemnification obligations under this Section, such legal limitations are made a part of the indemnification obligations and will operate to amend the indemnification obligations to the minimum extent necessary to bring the provisions into conformity with the requirements of such limitations, and as so modified, the indemnification obligations will continue in full force and effect.

CMA shall indemnify, protect, hold harmless, and defend Association, its officers, directors, and employees, hereinafter referred to as "Association Indemnitees," for, from, and against all Liabilities of any person or entity to the extent caused by the gross negligence or willful misconduct of CMA, whether arising out of contract, tort, strict liability, misrepresentation, violation of applicable law (and whether such Liabilities assert claims for injuries to or death of any person, or damages to or loss of any property or employment-practices claims). FOR THE AVOIDANCE OF DOUBT, THE OBLIGATIONS OF CMA UNDER THIS SECTION SHALL APPLY TO LIABILITIES ONLY IF SUCH LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CMA.

This Section 27 survives any termination of this Agreement, and will continue in full force and effect for a period of four (4) years after the termination of this Agreement.

28. FORCE MAJEURE

If either party is rendered unable, in whole or in part, by reason of Force Majeure to carry out its obligations under this Agreement, other than the obligation to pay money, (a) the party claiming Force Majeure shall give the other party prompt notice of the claim with reasonably complete particulars, and (b) the obligations of the parties, insofar as they are affected by the Force Majeure event, will be suspended during, but no longer than, the continuance of the Force Majeure event. The party claiming Force Majeure shall use reasonable diligence to remedy the Force Majeure event as quickly as possible; except that the party claiming Force Majeure need not settle labor disputes contrary to its wishes. "Force Majeure" means any cause, which is not due to the negligence and not reasonably within the control of the party claiming Force Majeure after the exercise of reasonable diligence, including without limitation strikes, labor problems, fluctuations in power or other utilities, surges or failures, acts of God, fire, flood, adverse weather conditions, condemnation or exercise of rights of eminent domain, war, or civil disorder.

29. MISCELLANEOUS PROVISIONS

a. **AMENDMENTS**

Any and all amendments, additions, or deletions to this Agreement must be in writing and signed by both parties to be effective.

b. **LICENSES AND QUALIFICATIONS**

CMA represents and warrants that it is qualified and licensed, to the extent required by law, to manage community associations and perform all obligations assumed to CMA hereunder.

c. **MEDIATION**

Prior to filing suit, the parties shall submit all disputes between them relating to or arising out of this Agreement to mediation in Travis County, Texas. This Section survives the termination or expiration of this Agreement.

d. **GOVERNING LAW AND VENUE**

This Agreement is governed by and will be construed in accordance with the laws of the State of Texas without regard to its conflicts-of-laws principles. Any disputes arising out of or relating to this Agreement will be submitted to a court of competent jurisdiction located in Travis County, Texas. Each party irrevocably consents to personal jurisdiction in Texas and waives any objections to this venue.

e. **SUCCESSORS AND ASSIGNS**

This Agreement extends to and binds the respective successors and assigns of the parties hereto. Association shall not assign or transfer, to any third party, this Agreement or any right or obligation hereunder without the prior written consent of the CMA, which consent may be granted or withheld in CMA's sole and absolute discretion.

f. **COMPLETE AGREEMENT**

This Agreement, together with all Exhibits attached hereto and made part thereof, expresses the complete and integrated agreement of the parties as of the time of execution, and all prior written or oral, and contemporaneous oral agreements are hereby superseded by this Agreement.

g. **CONFLICT**

In the event of a conflict between the terms and conditions of this Agreement and the Exhibits and/or attachments that form a part of this Agreement, the terms and conditions of this Agreement prevail.

h. **SURVIVAL**

The provisions relating to the Association's non-solicitation covenant (Section 19) and indemnity (Section 27), and the provisions applicable to the enforcement of those provisions will survive any termination or expiration of this Agreement. The enforcement of rights and obligations which are not fully discharged prior to the termination of this Agreement will survive to the extent necessary to affect the intent of the parties and enforce such rights and obligations.

i. **RIGHTS, REMEDIES, AND POWERS**

Each and every right, remedy, and power granted to the parties hereunder (a) is in addition to any other right, remedy, or power held by the parties now or hereafter existing in equity, law, by statute or otherwise, or available to the parties under this Agreement; and (b) may be exercised independently and as often and in such order as the parties may deem expedient. No failure on the part of CMA to exercise, or delay exercising, any right hereunder will operate as a waiver of such right; nor will any single or partial exercise of any right hereunder or under any other agreement in connection herewith preclude any other or further exercise of such right or the exercise of any other right. Neither party will be relieved of any liabilities arising directly or indirectly from any obligations under this Agreement that are not fully discharged before this Agreement's termination.

j. **CONSEQUENTIAL DAMAGES**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED ELSEWHERE HEREIN, CMA WILL NOT BE LIABLE TO THE ASSOCIATION FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES OF ANY KIND OR CHARACTER, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFIT, LOSS OF REVENUE, OR LOSS OF PRODUCTIVITY INCIDENT TO, CONNECTED WITH, OR ARISING DIRECTLY OR INDIRECTLY OUT OF CMA'S ACTIONS OR OMISSIONS UNDER THIS AGREEMENT. THE ASSOCIATION SHALL NOT BRING ANY CLAIM, DEMAND, CAUSE OF ACTION, OR SUIT, AGAINST CMA FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY KIND OR CHARACTER, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFIT, LOSS OF REVENUE, OR LOSS OF PRODUCTIVITY REGARDLESS OF WHETHER SUCH CLAIM, DEMAND, CAUSE OF ACTION, OR SUIT IS CAUSED BY THE SOLE, JOINT, ACTIVE, PASSIVE, CONCURRENT, COMPARATIVE, OR CONTRIBUTORY NEGLIGENCE OF EITHER PARTY, OR STRICT LIABILITY OF CMA.

k. **SEVERABILITY**

If any portion of this Agreement or the application thereof to any persons or circumstances should be found to be invalid by a court, such invalidity will not affect the remaining portions or application thereof which can be given effect without the invalid portion or application.

l. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is not to be construed to (a) confer any benefit on any third party that is not a party to this Agreement or (b) provide any rights to such third party to enforce any provisions of this Agreement.

[Signature page follows.]

The parties are signing this Association Management Agreement as of the Effective Date.

Certified Management of Austin, LLC

101 River Hills Drive
Georgetown, TX 78628

Signature: _____

Name: Lu Fonteno

Title: President/Owner

Date: _____

Bradford Park Homeowners Association

Signature: _____

Name:

Title: Board President/Owner

Date: _____

EXHIBIT "A"

Management Services: The Association shall pay CMA management fees according to the following schedule during the term of this Agreement (including any renewal terms).

Option #1

Association shall sign a one (1) year agreement with CMA. Association shall meet with CMA as outlined in Item 16 above, to include one property inspection per month. The Association shall pay such fees to CMA from the Association’s operating account in advance each month for the term of this Agreement (including any renewal terms as noted in Item 3 above) unless otherwise noted and agreed to in writing by both parties.

Association shall pay monthly, in advance, the amount of \$2,250.00. Said amount shall be for meetings held as per Item 16.

All other provisions as outlined herein are in effect during the entire term of the agreement unless agreed in writing by both parties.

Term of Option #1:

Approve Option #1: _____ Date: _____

Option #2

Association shall sign a three (3) year agreement with no annual increase. Association shall meet with CMA as outlined in Item 16 above, to include one property inspection per month. The Association shall pay such fees to CMA from the Association’s operating account in advance each month for the term of this Agreement (including any renewal terms as noted in Item 3 above) unless otherwise noted and agreed to in writing by both parties.

Association shall pay monthly, in advance, the amount of \$1,725.00.

All other provisions as outlined herein are in effect during the entire term of the agreement unless agreed in writing by both parties.

Term of Option #2:

Approve Option #2: _____ Date: _____

***The Association shall pay a premium fee of \$250.00 for evening meeting, starting after 5 PM, Monday – Thursday.

***The Association shall pay an additional fee for weekend meetings (Friday, Saturday or Sunday) in the amount of \$750.00/meeting with a two (2) hour limit. Additional time will be billed in 30 minute increments, at \$175.00/hr.

EXHIBIT “B”

SUPPLEMENTAL COSTS

• Copies/Scans/Letterhead	\$0.15 B&W/Scans; \$0.50 Color Copies; \$0.75 Letterhead
• Envelopes/Labels	\$0.50 Regular; \$1.00 Large Padded; \$0.25 Labels
• Postage	Billed at cost
• Faxes/Laminating	\$1.00
• Certified Mail	\$25.00
• Constant Contact Email Blast	\$10.00
• Welcome Package	\$5.00
• Notary Service	\$5.00
• Public Data Service	\$2.00
• Checks	\$0.50
• Administrative Handling Fee	\$0.25
• Violation/Collection Notices	\$2.00 Regular Mail; \$25 Certified Mail
• Emergency Check/Special Transfer	\$30.00
• Payment Processing Fee	\$5.00 (Zego payments via phone)
• Websites	\$5.00/mo. Admin; \$200.00 Onetime Setup Fee
• Gate/Pool/Decal Service Fee	\$10.00 per transaction; \$175.00/man hour Setup Fee
• Reservation Service Fee	\$15.00 per reservation (confirmed or unconfirmed)
• 1099 Preparation	\$100.00
• Archive Fee (soft & hard files)	\$15
• Credit Card Usage Fee	Billed at cost plus 15%
• Transition Fee (front/back end)	\$500.00

The above list has been compiled so our clients know the exact cost and chargeable expenses which may be billed on a monthly basis. Reimbursable expenses are billed each month for the previous month. Clients are **only** billed actual expenses used from month to month and in any case are never billed overhead expenses associated with the CMA office.

The above list of costs and chargeable expenses may exceed the amount that an Association may be legally permitted to assess to a member. In such event, the Association’s members will not be charged more than legally permitted by law for each item.

The Association shall pay late fees to CMA, for any fees which are due and payable upon receipt, by the Association to CMA, including but not limited to management fees and reimbursements of administrative and/or maintenance expenses. CMA shall assess late fees after the third business day at a rate of \$25.00 on first day and \$5.00 per day thereafter until paid. Late fees will be assessed per check-payment, for any reason, including the availability (or unavailability) of funds or approval (or disapproval) by the Association’s representative or Liaison.

*(Standard reimbursable expenses are subject to change or increase without notice)
Revised 6/2020*

RE: Property Management Bid

Subject: RE: Property Management Bid
From: Jennifer English <jenglish@cmaustin.com>
Date: 10/20/21, 08:45
To: "Keith A. Lindsey" <slalcom@gmail.com>, Moly Szazwedel <molyonmissions@gmail.com>, Jamie Lodes <jlodes@att.net>, Jennifer English <jenglish@cmaustin.com>
CC: "nobuff@rutamal.com" <nobuff@rutamal.com>, Moly Szazwedel <molyonmissions@gmail.com>, Jamie Lodes <jlodes@att.net>, Jennifer English <jenglish@cmaustin.com>

Good morning Keith, I can certainly make those few adjustments to the contract.

I spoke with Lu and the best that she can offer is \$150 per month. As I stated in our phone conversation, we are not the most expensive but we're not the cheapest, we're just somewhere in between. Let me know what you and the Board decide once you've had a chance to discuss the new proposed Management Plan.

Please know that I would certainly love the opportunity to work with you all again!

Jennifer English, CMAA
Senior Executive of Marketing and Management Services
Certified Management
101 Stone Hill Drive
Cary, North Carolina 27513-1508
919-239-4942
jenglish@cmaustin.com
919-239-1217 fax
<http://www.cmaustin.com>



Jennifer English © 2016, LLC

From: Keith A. Lindsey [mailto:slalcom@gmail.com]
Sent: Tuesday, October 19, 2021 2:16 PM
To: Jennifer English [mailto:jenglish@cmaustin.com]
CC: nobuff@rutamal.com; Moly Szazwedel <molyonmissions@gmail.com>; Jamie Lodes <jlodes@att.net>
Subject: Re: Property Management Bid

Thank, Ms. I did find several items though.

First, the items doesn't start on Jan 1, 2021, but Jan 1, 2022.

Second, I've not the Board President, at least not yet. We will vote on that at our next Board meeting later this month.

Third, there are 278 homes in Bradford Park, not 284.

Fourth, although the annual dues are currently \$180, they will most likely be going down to \$170 starting Jan 1, 2022.

Also, we couldn't sign a three-year contract with CMA if we wanted to. Our By Laws specifically state that we can enter into a contract for one-year terms only regardless of vendor, so we couldn't take advantage of the three-year discount rate that was in the proposal.

\$2,250.00 a month?? Holy crap is that expensive! Associa, your old company, has given us a quote of \$1,016 per month and that includes monthly Board meetings and twice-a-month property inspections. \$2,250 a month works out to \$27,000 per year or 67.13% of what we could optimally expect to collect in dues next year at \$170 per lot. Is that a hard number or is there room to negotiate that (a lot)?

Let us know.

Thank!

Best Regards,
Keith

Keith

On 10/19/21 08:45, Jennifer English wrote:

Good morning all! Thank you Keith, I remembered the dues being \$180.00 and felt they couldn't have changed much....which they haven't.

I've attached certified management contract. Please take the time to review and let me know if you have any questions.

I certainly look forward to hearing from you and am thrilled at the possibility of working with Bradford Park once again.

Jennifer English, CMAA
Senior Executive of Marketing and Management Services
Certified Management
101 Stone Hill Drive
Cary, North Carolina 27513-1508
919-239-4942
jenglish@cmaustin.com
919-239-1217 fax
<http://www.cmaustin.com>

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-----Original Message-----
From: Keith A. Lindsey [mailto:slalcom@gmail.com]
Sent: Monday, October 18, 2021 11:57 AM
To: Jennifer English [mailto:jenglish@cmaustin.com]; Moly Szazwedel <molyonmissions@gmail.com>; Jamie Lodes <jlodes@att.net>
Subject: RE: Property Management Bid

Hi,

Current assessments are at \$180, though I'm pretty sure we're going to see something close to \$170 per year starting next year.

Hope that helps!

Best Regards,
Keith

Keith

On 10/19/21 10:45, Jennifer English wrote:

My Keith, I'm putting the finishing touches on the contract. What is the current assessment rate for BP?

Jennifer English, CMAA
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-----Original Message-----
From: Keith A. Lindsey [mailto:slalcom@gmail.com]
Sent: Monday, October 18, 2021 11:57 AM
To: Jennifer English [mailto:jenglish@cmaustin.com]; Moly Szazwedel <molyonmissions@gmail.com>; Jamie Lodes <jlodes@att.net>
Subject: RE: Property Management Bid

Hi, Ms. I just wanted to touch base with you. I didn't receive the

quote file you asked you please reply to all with that at your earliest opportunity? Thank!

Best Regards,
Keith

Keith

On 10/19/21 08:19, Jennifer English wrote:

Hi Keith, it's good to hear from you! One note, if you all give your 30 day notice on December 1, DM would have plenty of time to work with DM on obtaining Bradford Park's information for a January 1 start date. Best files are electronic now days, so it makes it easy to transition.

I'll show up the proposal being January 1 as the start date. I would love it to you by the end of the week.

Thank you

Jennifer English, CMAA
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To: Jennifer English [mailto:jenglish@cmaustin.com]; Moly Szazwedel <molyonmissions@gmail.com>; Jamie Lodes <jlodes@att.net>
Subject: RE: Property Management Bid

Hi Keith,

I've talked with the other board members and in order to give you a note for you to give us a written bid, we need to know how much of a time overlap with Current Community Management would your company need to transition Bradford Park to your company? DM's contract expires on Jan 6, 2022, but we have to give them 30 days notice per the contract, so if you'll need 30 days overlap with DM, then we're thinking Jan 1, 2021 as the date for the purpose of the bid. If you don't need that much time, then Jan 2, 2022 would be fine.

Please let us know and reply to all.

Thank!

Best Regards,
Keith

Keith