

MANAGEMENT AGREEMENT

Upon signing by the Association's and Manager's authorized representative, this Management Agreement ("Agreement") is entered by and between Association (**Lake Rockport Estates Property Owner's Association**) and Manager (Sea to Ski Property Management LLC).

RECITALS

- A. The Project and Association were created and are governed pursuant to the Governing Documents which may include a plat, Declaration, Bylaws, Rules, Articles of Incorporation, Resolutions, and other documents.
- B. The Association exists generally: (1) to serve the owners of property in the Project, (2) to maximize the value of the property in the Project, and (3) for such other purposes provided for in the Association Governing Documents. It is the desire of the Association that the Manager shall act at all times in the best interests of the Association and, when those interests are consistent with the interests of the Association, in the best interests of the individual owners to ensure they have a pleasant, fair, and responsive interaction with the Manager.
- C. The Association desires to retain Manager to manage the Association and the Project on the terms and conditions set forth in this Agreement and subject to the scope of services identified in this Agreement.
- D. Manager wants to manage the Association and the Project on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and the mutual promises set forth in this Agreement, the Association and Manager agree as follows:

AGREEMENT

1. **TERM OF AGREEMENT.** Subject to the termination rights provided below, this Agreement shall be for a period of one year commencing on the Effective Date. Any services provided prior to the Effective Date shall be compensated as provided herein as if this Agreement had been signed when the first services were rendered. The Term of this Agreement shall become month-to-month at expiration, unless either party should terminate as provided herein below.
2. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be the date that the last required party signs this Agreement. Start date of services shall be **January 1, 2026**.
3. **ASSOCIATION.** The Association's governing body (management committee, board of directors, board of trustees, or other similar governing body (the "Board")) shall direct the Manager and the Manager shall take instruction from the person(s) identified in writing by the Board to communicate with the Manager. The Board shall have and make all authority, discretion, or decisions of the Association in this Agreement.

4. APPOINTMENT OF MANAGER.

- A. The Association hereby appoints Manager, an independent contractor, as the Association's agent to manage the Association and the Project according to the terms and conditions in this Agreement which include the scope of services in Addendum A, ("Manager's Duties"). Manager hereby accepts such appointment.
- B. The Association hereby grants Manager the power and authority necessary and convenient to carry out Manager's Duties.
- C. Manager shall act on behalf of and as an agent for the Association. All debts and obligations incurred by Manager on behalf of the Association required by the performance of Manager's Duties in this Agreement shall be incurred on the Association's behalf and Manager shall not be liable for the payment of any such debts or obligations. If any debts or obligations other than those that may be expressly assigned to Manager in this Agreement are paid by Manager, Manager shall be entitled to reimbursement from the Association for any such payments.

5. MANAGER'S DUTIES. Manager shall perform Manager's Duties, which shall include any work, effort, and action necessary or incidental to Manager's Duties. Manager's Duties shall be performed consistent with the Governing Documents and the terms of this Agreement.

- a. Manager shall be subject to the direction of the Association related to the management of the Association and the duties described herein. The Association may not, however, place requirements or restrictions on Manager that unreasonably interfere with or materially increase the time necessary for Manager's completion of Manager's Duties in this Agreement, unless the Association accepts and agrees to any adjustment in fees required by Manager to complete the duties with the additional requirements or restrictions.
- b. If required in Addendum A, a Property inspection shall require the Manager to inspect substantially all of the Project visible by walking through the Project common areas, walkways, and roadways. It shall also include the inspection of the inside rooms, storage areas, and hallways of any Amenities in the Project and common area interiors spaces. It shall also include inspection of areas or items requested by the Board. Generally, the Manager will be expected to identify obvious conditions that need maintenance, need further investigation, or may be safety or security hazards; and to identify obvious violations of the Governing Documents. This inspection shall not: (1) constitute any warranty of any condition or lack thereof in the Project, (2) be expected to identify any condition that would require specialized knowledge or that is not obvious to the naked eye during the inspection, or (3) permit or require entry into any Unit or private lot not otherwise generally accessible by the Association or its agents. Manager shall prepare a written inspection report identifying conditions observed in the Property Inspection that, in Manager's judgment, need repair, replacement, adjustment, or other action.
- c. If Manager reasonably needs legal, expert, or other professional advice, opinions, or assistance to perform Manager's Duties consistent with the Governing Documents and this Agreement, the Association shall authorize Manager to obtain the necessary advice, opinions, or assistance or relieve the Manager of the applicable duties. No reduction in the Base Fee shall be made for relieving Manager of any duties pursuant to this paragraph.

- d. Unless otherwise directed, attending meetings shall mean a sufficiently experienced and knowledgeable representative of the Manager shall: (1) appear prepared for the meeting and any agenda items with necessary documents and information, (2) be prepared to conduct the meeting if requested, (3) be prepared to take and prepare minutes if requested, see Addendum A- record minutes and (4) have a general understanding of the procedural requirements for conducting business on the agenda at the meeting.
- e. The Association may Remove or Reduce Duties and Authority. Notwithstanding anything to the contrary herein, the Association may reduce or remove any duties, obligations, and authority of Manager at any time upon written notice. If the Association reduces or removes any authority necessary to complete any duty required under this Agreement, Manager shall be relieved of the duty also. Upon any reduction in authority, Manager shall promptly notify the Association in writing of any and all duties that it cannot perform under this Agreement.

6. MANAGEMENT FEE AND OTHER FEES.

- a. Base management fee (“Base Fee”): \$2,181.00 per MONTH.
- b. One-time bookkeeping Startup/Setup Fee for setting up new association: \$1,500. This covers consolidation of bookkeeping accounts into the Manager’s system, consolidation of documents into the Manager’s document management system, set-up of bank accounts and/or banking permissions, and set-up of the Association in the Manager’s internal systems.
- c. Setup fee for new owner: \$85.00 per new owner (this fee only applies going forward after initial set up is completed)
- d. Manager cannot charge additional fees to the Association other than as indicated in this paragraph 6 except as provided for in Addendum A or approved by the HOA Board.
- e. If Manager pays expenses with Manager’s funds or credit consistent with authority granted in this Agreement then the Association shall reimburse those expenses (“Reimbursements”).
- f. Manager shall provide a monthly invoice or invoices that include:
 - i. The Base Management Fee;
 - ii. Each separate Extra Fee charged to the Association. All Extra Fees shall be identified separately. For each Extra Fee, the invoice shall identify the date and provide a sufficient explanation of the Extra Fee; and
 - iii. Any reimbursements to be made by the Association. All reimbursements shall be identified separately. For each reimbursement, the invoice shall identify the date and provide an explanation for the reason for the reimbursement and shall be accompanied by a copy the original receipt and proof of payment for the expense being reimbursed.
- g. Payment of Manager Invoice. The Association shall pay all undisputed base fees, extra fees, and reimbursements due and owing pursuant to this Agreement within 15 days of receipt of the invoice.
- h. The Base Fee will be increased by 3% annually, every January 1 or on the first month of the Association’s fiscal year, after at least 8 months of service.
- i. The Base Fee is subject to review and adjustment annually to accommodate any changes to scope and/or services rendered as common area improvements are constructed or otherwise.

7. **EMPLOYMENT OF PERSONNEL.** Manager shall select, hire, compensate, and adequately train all employees necessary for Manager to perform Manager's Duties and obligations under this Agreement. All such employees shall be employees of Manager and not of the Association. Manager shall be solely responsible for all salaries, wages, taxes, workers' compensation insurance, and any and all other expenses payable to or on account of such employees.

8. **NO RESPONSIBILITY FOR UNITS/LOTS.** Manager shall have no responsibility for or authority over the maintenance of or repairs to individual units/ lots in the Project, except only as assigned to the Association in the Governing Documents or as instructed by resolution of the Board.

9. **CONFLICTS OF INTEREST AND ANTI-KICKBACK.**

a. Anti-Kickback Policy

- i. Manager and any officer, employee or owner of Manager shall not offer to accept, solicit, accept, or attempt to accept favorable treatment or a financial benefit for themselves or any other person or relative, from any person supplying services or materials to or for the Association (a "kickback"). A kickback shall include any payment by anyone to the Manager arising out of or from a payment from the Association to that person or company.
- ii. The only exceptions to this policy shall be for: (1) The Manager, the Manager's employees, and the Owners of the Manager may receive typical employment and ownership related financial benefits and compensation for services provided directly by the Manager and the Manager's employees to the Association as required in this management contract, (2) meals (of less than \$50 per plate in value) or entertainment (up to \$100 per day no more than twice in any one year) provided by vendors simultaneously with training, marketing, or sales presentations; (3) the acceptance of vendor marketing materials (no one of which may be more than \$100 in value) and items such as logo shirts, logo hats, logo jackets, and similar logo marketing items, but only if such items are openly distributed by the vendor to many vendor clients, (4) activity costs and meals paid for by vendors at organized industry events, and (5) prizes from random drawings or open contests contingent with marketing efforts by a vendor at organized industry events. In no way shall any exception to this policy result in any cash payment or similar payment of any kind, including through the return of any item won in any drawing or contest.
- iii. Manager and employees of Manager shall immediately report to the Board any knowledge of any kickbacks or any attempted, offered, solicited, or accepted kickbacks by or to anyone related to the Association.
- iv. Manager shall educate its officers and employees regarding this policy and take reasonable efforts to identify any potential kickbacks or offer of kickbacks that involve its employees as related to any services or materials provided to or for the Association.
- v. The provision of services and materials for purpose of this provision shall include services and materials provided by managers, insurance brokers, investment or financial advisors, accountants, landscapers, contractors, attorneys, suppliers, and all other companies and persons providing services and materials to the Association.

b. Conflicts of Interest – Barred Transactions.

- i. The Manager shall not permit, recommend, or engage in any transaction that is a conflict of interest transaction, without fully disclosing and obtaining approval of the Board for the transaction.
- ii. A conflict of interest transaction is any transaction involving the Association in which any of the following persons or entities could receive a financial benefit as a result of the transaction:
 1. a Board Member, Manager, employee of a Manager, or owner of a Manager entity,
 2. a relative of anyone identified in (1),
 3. an employer of anyone identified in (1),
 4. an entity, company, or business in which anyone identified in (1), (2), or (3) has a greater than .01% ownership or economic interest,
- iii. Notwithstanding the above language, any services or materials provided directly by the Manager or the Manager's employees to the Association pursuant to this Agreement shall not be considered a conflict of interest transaction as to the Manager, the owner of any Manager entity, the Manager's employees, and any relative of them.
- iv. Notwithstanding the above language, a transaction in which the financial benefit a Board Member receives is substantially the same as that received by all similarly situated owners in the Association from the transaction shall not be conflict of interest transaction.

10. ASSOCIATION EXPENDITURES.

- a. Manager shall facilitate the payment of the Association's obligations as required and allowed in this Agreement. Manager shall obtain approvals for expenditures and/or signatures on checks as required in this Agreement. Manager may make payments from Manager's funds for reimbursement by the Association or may make payments directly with Association funds without prior approval, only as allowed and in the limits described below. The Association may alter any approval limit, Reimbursement Limit, Emergency Disbursement Limit, and any other authority of Manager to pay expenses or disburse association funds at any time upon written notice to Manager. Manager may expend money or incur a contractual obligation up to the Emergency Disbursement Limit to deal with emergency conditions which may involve a significant and imminent danger to life or property or which may threaten the suspension of essential services to the Project. The Association may designate in writing expenses that the Manager can pay directly on a monthly basis without prior approval of the Association. The Association may change or remove this designation at any time with written notice. Non-Recurring Expenses are expenditures that are not reasonably expected to repeat on a monthly basis.

b. Non-Recurring Expenses under \$1,500.00, shall not require Board Approval and may be paid directly by Manager with the Association's funds or the Manager's funds if needed. If Manager's funds are used, they shall be reimbursed by the Association.

c. Emergency Disbursement Limit: \$5,000.00

d. Manager shall have signing authority as indicated below on the following Association financial accounts

i. Operating Account signing authority No Yes

ii. Reserve Account signing authority..... No Yes

iii. Savings Account signing authority No Yes

e. Expenses of association and reimbursements shall be paid:

i. with approval of two board members

ii. with approval of one board member

iii. with approval of Manager subject to the following limits, *

* APPROVAL BY TREASURER OR PRESIDENT. PRESIDENT OR TREASURER MUST ALSO BE A SIGNER ON THE ABOVE ACCOUNTS, BUT THEY WILL NOT SIGN CHECKS; MANAGER WILL SIGN CHECKS.

f. Keys: Manager will be provided keys to all common area spaces to be able to provide the required services under this contract and a complete owners list with property managers with contact information to access units in the event of an emergency. Manager does not keep keys or door locks for individual units unless unit is under a separate management contract with Manager. Manager shall only enter individual units to the extent of the Association's authority under its governing documents, unless Manager has obtained express consent from such individual unit owner.

g. Storage: Manager will be provided a secure storage area for all of Managers housekeeping and maintenance equipment free of charge. The Association retains all rights of access to such storage areas on the property.

11. INSURANCE.

A. If required in Addendum A, Manager shall secure and pay for a crime policy/ fidelity bond that shall cover Manager's employees. The bond may be a blanket or umbrella bond. Such bond shall protect the Association against financial loss due to the loss of Association's funds caused by Manager's employees' defalcations.

IMPORTANT NOTE – MANAGER'S CRIME INSURANCE (FIDELITY BOND) WILL LIKELY NOT COVER THEFT OF ASSOCIATION FUNDS BY THE OWNER OF A MANAGEMENT COMPANY OR BY A SOLE PROPRIETOR MANAGER – THE ASSOCIATION MUST OBTAIN ITS OWN CRIME POLICY TO COVER THEFT OF ASSOCIATION FUNDS BY AN OWNER MANAGER, BY THE OWNER OF A MANAGEMENT COMPANY, OR BY ANY ASSOCIATION BOARD MEMBERS, OWNERS, OR OFFICERS.

- B. Manager and Association shall each provide and maintain during the term of this Agreement a general liability insurance policy with limits of not less than \$2,000,000.
- C. If required by law, Manager and Association shall each provide and maintain during the term of this Agreement a worker's compensation insurance policy compliant with the law.

12. INDEMNITY.

- a. The Association agrees to indemnify, defend and hold harmless Manager, its officers, members, owner(s), employees and agents of and from all claims, actions, causes of action, and damages or losses, including reasonable attorney fees and court costs, arising or claimed to have arisen out of or in any way related to any matter and/or endeavor undertaken by the Manager under and/or pursuant to the terms of this agreement and/or in accordance with the direction of the Board of Directors to the extent such claims, actions, causes of action, and losses are not otherwise covered by a policy of insurance which actually defends and pays therefore and so long as such claims, actions, causes of action, and losses are not occasioned by the Manager's gross negligence, reckless, willful, intentional, or criminal wrongdoing. The Association also agrees to reimburse to Manager any and all costs, expense, any damages awarded and reimbursements incurred by Manager as a result of investigating, preparing or defending an action or suit or proceeding or investigation brought by or against the Association or individual Board member(s) including without limitation the costs of expenses, awarded damages and disbursements as and when incurred of giving testimony or furnishing documents in response to subpoena or otherwise (whether or not in connection with an action in which Manager is a party).
- b. If the Association is required to defend, indemnify, and hold Manager harmless under this Agreement, the Association's insurance shall be primary and noncontributory. The Association waives, and shall obtain from its insurers a waiver of, any right of subrogation against Manager related to any defense or indemnity required in this Agreement.
- c. Manager agrees to defend, indemnify, and hold Association, and Association's owners, officers, board members, agents, and employees harmless from any liability, loss, damage, claims, demands, costs or judgments against them arising out of conduct by Manager and Manager's employees, agents, officers, or owners that is:
 - i. Not arising out of Manager performing Manager's Duties under this Agreement and in compliance with this Agreement; or
 - ii. Grossly negligent, intentional, willful, or criminal.
- d. If the Manager is required to defend, indemnify, and hold the Association harmless under this Agreement, the Manager's insurance shall be primary and noncontributory. The Manager

waives, and shall obtain from its insurers a waiver of, any right of subrogation against Association, Association's owners, officers, board members, agents, and employees related to any defense or indemnity required in this Agreement.

e. Such indemnification obligations will survive termination of this agreement and will be in full force and effect from the Effective Date until termination of this agreement and for a period of 3 years thereafter for claims arising during such period.

13. NOTICES OF LEGAL AND OTHER MATTERS. Manager and Association shall notify the other promptly of any complaints, warnings, notices, demands, legal notices, subpoenas, summonses, or other governmental demands, or requirements relating to the Association. Manager shall promptly notify the Association of any lawsuits filed against Manager in which damages in excess of \$50,000 are being sought, any bankruptcy filing by Manager or any owner or officer of Manager, or any failure of Manager to pay debts in the ordinary course of business without legal justification.

14. NO INDUCEMENT OF MANAGER'S PERSONNEL. During the term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement or for a period of two (2) years after an employee has terminated his or her employment with Manager, whichever is less, the Association shall not, without Manager's prior written consent to do so, (i) recruit, solicit or otherwise induce any of Manager's employees to discontinue their employment with Manager, (ii) hire any of Manager's employees, (iii) enter into any employment negotiations with any of Manager's employees, or (iv) engage any of Manager's employees as an independent contractor. This prohibition shall not apply to any employee of Association or Association's prior manager who becomes an employee of Manager.

15. RECORDS. All books and records related to the Association in the possession of or created by Manager shall be and remain property of the Association, whether they are obtained, maintained, or stored electronically (including all data compilations, electronic documents, and digital databases with association related data and records) or otherwise ("Records"). Such records shall include but not be limited to:

- a. All accounting and financial records of the Association including but not limited to: balance sheets; profit/loss statements, accounts receivable aging; accounts payables aging and lists; owner account data, statements, and history; accounts payable aging and lists; budgets; all bank statements; financial account statements; chart of accounts; account detail for all accounts in the chart accounts; any audits, reviews, or other similar reports, and
- b. Documents relating to the operation of the Association, including but not limited to: meeting minutes; owner lists including address, phone numbers, and email addresses; vendor contract information; assessment statements history; newsletters, communications to owners, ballots, proxies, annual meeting voting results and tallies, as built drawings and any other construction plans of any buildings in the Project; invoices; warranties; and other records regarding maintenance and repair of the units or common areas.

16. TERMINATION.

- a. Either party may terminate this Agreement with or without cause with 30 days' written notice to the other party *after* the first 12 months following the Effective Date, provided that should cause be alleged, termination may occur as provided in any decision issued from a dispute resolution proceeding provided below. Neither party will terminate this contract between 11/1

and 4/15 of any year. The 30-Day period after notice shall be referred to as the "Notice Period."

- b. Either party may terminate this Agreement immediately upon a material breach by the other party.
- c. During the Notice Period, the Association and Manager shall continue to perform their respective obligations and duties under this Agreement, however, (1) the Association shall retain the right to limit Manager's Duties and authority as allowed in this Agreement, and (2) notwithstanding any prior instructions or anything in this Agreement to the contrary, Manager shall obtain the Association's written approval for any payments, transfers, expenditures, and any attempt to bind the Association to any contract, obligation, debt, or liability.
- d. Unless otherwise directed by the Association, within 20 business days from any allowed notice of termination by either party (regardless of whether such notice is disputed or not): (1) the Manager shall provide to the Association, (i) records of the Association, (ii) any keys related to the Association, including any master keys, and (iii) any personal property belonging to the Association the possession or control of the Manager; (2) Manager shall remove any equipment and other property owned by Manager from the Project and vacate any office or other space occupied by the Manager or the Manager's agents; (3) Manager shall terminate all lock box and other electronic receipt of assessment payment 15 days after notice and will promptly forward to the Association or its designee any checks, invoices, and other documents received related to the Association; and (4) Manager and Association shall cooperate, to the extent necessary, in transferring control and signing authority on any financial accounts that are to be transferred to new manager, cooperate in transferring funds of the association to new accounts designated by the Association if new accounts are to be established. Manager shall be allowed to keep funds in accounts that are not to be transferred sufficient to cover outstanding checks and payments that have not cleared and a sufficient amount to cover unreimbursed expenses. Manager shall obtain approval for payment before applying held funds to unreimbursed expenses. Manager shall be relieved of any duties that are no longer possible for it to provide based on the above requirements. While Manager shall have no obligation to provide services to the Association following termination, should the Association request transition services of Manager, and Manager agrees to do so, Manager shall be reimbursed by the Association for transition or substitute manager training services at the rate of \$95.00 per hour.

17. NOTICES. All notices, demands, and requests shall be in writing and shall be sent by e-mail and mail to:

A. To the Association:

B. To Manager: Sea to Ski Property Management LLC
PO Box 682182
Park City, UT 84068-2182

18. **Dispute Resolution.** Any disputes concerning interpretation or enforcement of this contract shall be resolved first through attempts at good faith negotiations between the parties, then second, if good faith negotiations are unsuccessful, through mediation with a third-party mediator to be selected by the parties, if mediation is not successful, through binding arbitration before a third-party arbitrator to be selected by the parties. Such arbitration shall be conducted in Summit County, Utah under the provisions of the Utah Uniform Arbitration Act, Utah Code § 78B-11-101 *et seq.* Any fees of the arbitrator or mediator shall be split equally between the parties. Neither party is entitled to recover their attorney fees, representation fees, discovery costs nor any deposition costs from the other party through mediation and / or arbitration. By agreeing to arbitrate the parties waive any rights to have a bench, court or jury trial. No decisions or awards may be subject to appellate review and /or any appeals of any kind.

19. **WAIVER.** The failure of either party to insist upon strict performance of any term, covenant, duty, agreement, provision, or condition of this Agreement, or to exercise any right or remedy upon the breach thereof shall not constitute or be construed or interpreted as a waiver or relinquishment of any such term, covenant, duty, agreement, provision, condition, right or remedy, and the same shall remain in full force and effect. No waiver by either party of any term, duty, provision, right, or remedy of this Agreement shall be deemed to have been made unless in writing and signed by the party charged therewith.

20. **NO PARTNERSHIP, EMPLOYMENT RELATIONSHIP, OR JOINT VENTURE.** Nothing contained in this Agreement shall be construed or interpreted to be or to create a partnership, employment relationship, or a joint venture between the Association and the Manager.

21. **OTHER ACTIVITIES.** The Association acknowledges that Manager may manage other associations and projects in addition to the Association and the Project.

22. **COOPERATION.** The Association and Manager shall fully cooperate and shall take all actions reasonably necessary in the performance of the duties and obligations contained in this Agreement.

23. **BINDING.** This Agreement is for the benefit and is binding upon the Association and Manager. The individuals signing this Agreement hereby certify that each has read and fully understands this Agreement, that this Agreement contains terms by which the parties intend to be legally bound, and that each individual has express authority to execute this Agreement on behalf of the entity for whom he/she is signing this Agreement.

24. **SEVERABILITY.** If and to the extent that any court of competent jurisdiction holds any provision or any part hereof to be invalid or unenforceable, such holding shall in no way affect the validity of the remainder of this Agreement.

25. **DRAFTING.** Except as otherwise provided herein, this Agreement shall not be construed against or in favor of either party.

26. **HEADINGS.** The headings in the paragraphs of this Agreement are inserted for convenience only and shall not constitute a part hereof.

27. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

28. **Manager does not act as or distribute legal or insurance advice to the Association or its Board.**

29. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original. A faxed or scanned signature shall be the equivalent of an original signature.

30. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the Association and Manager, and, except as provided otherwise herein, may not be amended or modified without a writing signed by the Association and Manager specifically amending this Agreement.

31. Attached and part of this agreement is Addendum A - Scope of Services

32. **USE OF FORM AS A PROPOSAL OR REQUEST FOR PROPOSAL.** Submission of this Agreement pursuant to an Association request for proposal to a Manager or as a Manager proposal to provide services to an Association without a signature shall not be construed as a legal offer to provide services under the terms, but merely a proposal for discussion and consideration. No binding agreement shall be created until this form is signed by both parties.

This Agreement is effective as of the date the last required party signs this Agreement.

DATED 2025-11-18

Rufus S. Frost

By: Rufus S. Frost

Its: Managing Partner

DATED

11/27/25

By:

Tor B. Brooks

Its:

President

ADDENDUM A: Scope of Services

HOA Monthly Management Base Fee covers:

Functional Area	Responsibilities
Accounting, Reporting, & Budget Planning	<ul style="list-style-type: none"> • Monthly financial statement preparation and distribution to board members/developer • Monthly HOA utility and vendor bill pay • Monthly bank deposits and reconciliation • Annual invoice (via email) and collection of HOA dues to all members/owners • Annual budget preparation • Assist the board/developer with capital reserve requirements and application of appropriate funds • Insurance coverage review and payment • Oversight of tax preparation and filing by CPA
Board Communication & Administrative Duties	<ul style="list-style-type: none"> • Annual State of Utah Corporate registration renewal and all required Utah HOA Registry filings. • Prepare for and attend monthly board meetings and annual meeting • Draft and send monthly board meeting and annual meeting minutes • Maintain documentation of HOA files • Regular website updates as needed
Vendor Procurement & Oversight	<ul style="list-style-type: none"> • Negotiate/obtain all standard, recurring maintenance contracts in the best interest of the HOA (Snow removal, landscaping, etc.) • Proactive vendor scheduling of standard, recurring common area maintenance
Owner Communication & Services	<ul style="list-style-type: none"> • Owner portal administration for dues payments, documents, and requests • Serve as liaison to owners to communicate all notices
Property Oversight & Upkeep	<ul style="list-style-type: none"> • Customized property inspection checklist • Monthly property inspection and report delivered to Board/Developer

The items listed below are add-ons and will be billed at our hourly rate (\$85 per man hour) and will only be assessed on an "as needed/as requested basis":

- Design review (DRC/ARC) administration and oversight
- Respond and assist owners with any property related issues
- Manage any and all claims made to/against the HOA
- AR collections after two (2) courtesy follow-ups
- Responding to homeowner/renter calls and complaints, including rules enforcement and compliance response (we try to be reasonable but do bill if it becomes onerous or excessive)
- Special or capital project oversight and communication to the board/developer
- Handyman rate (if requested) is \$82/hr.
- Overtime, holiday or weekend rates for 24/7/365 service is \$125.00/hr.