



**SERVING FIRST COAST COMMUNITY ASSOCIATIONS
SINCE 1973**

STATE OF FLORIDA

COUNTY OF NASSAU

-----MANAGEMENT AGREEMENT

This Agreement is made and entered into on the 17th day of July, 2023 by and between **MARSH LAKE COMMUNITY ASSOCIATION, INC.** (hereinafter referred to as the Association), and **AMELIA ISLAND MANAGEMENT, LLC.** (hereinafter referred to as Agent).

The Association Board of Directors (hereinafter referred to as Board) being charged with the responsibility to manage the affairs of the Association has contracted with the Agent to administer its operations. The parties, in consideration of the promises, mutual covenants and other considerations contained herein, agree as follows:

I. General.

A. The Board designates the Agent as the exclusive administrator and manager of the Association's operation. The authority and duties of the Agent include managing the Association's financial assets and liabilities, the general common areas and facilities, and administration as defined in the Association's Declaration of Covenants, Articles of Incorporation, By-laws, Chapter 720 Florida Statutes, and the Florida Administrative Code which are incorporated by reference. Exhibits I, II, and III specify those duties in detail. The President of the Association will be the spokesperson for the Board in its dealings with the Agent unless the Board specifies a different Director. The Director of Amelia Island Management, LLC will also be registered and function as Registered Agent.

B. This Agreement shall commence on January 1, 2025, and shall continue until December 31, 2028 (or for a term of four (4) years, "new term") unless notice is given to cancel by either party 60 days prior to the expiration of the new term date. This agreement shall also continue from year to year after the four-year period with the same cancellation provision.

C. The Association agrees to work through the Agent in its dealings with all routine contractors, i.e., landscape, trash removal, etc. In the case of specialty contracts for major projects, i.e., roofing, paving, etc. which are beyond the professional capability of Agent's personnel, the Association will retain and pay for the services of an expert as required by Chapter 61E-14 of the Florida Administrative Code, who will plan and execute the work on behalf of the Association, under the coordination of the Agent. The Agent agrees that it will require proper bonding and insurance coverage by all contractors hired by the Association to work on community property. Evidence of such coverage shall be provided to the Association upon request.

D. Failure by the Agent or the Association to perform duties and obligations under this Agreement or to commence correction of any deficiency for a continuous period of thirty (30) days after receipt of written notice of default shall be grounds for the cancellation of this Agreement. Upon cancellation or expiration of this Agreement, Agent shall deliver to the person designated in writing by the Board of the Association all records of the Association maintained by Agent. Upon termination of the Agreement, the obligations of the parties shall cease and any monies due to the Association or the Agent will be paid immediately.

E. The Agent shall not in any way be considered an insurer or guarantor of security within the Property. Neither shall the Agent be held liable for any loss or damage by reason of ineffectiveness of security measures undertaken by the Association unless such loss or damage is the result or act of gross negligence or intentional misconduct of the Agent.

F. In the event of any action at law or inequity by Agent or the Association to enforce their rights under the provisions of this Agreement, the prevailing party shall be entitled, in addition to any other relief provided by law, to the recovery of reasonable attorney's fees and court costs as determined by the court.

Agent initial _____

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Association initial _____

G. The Association agrees to indemnify and hold Agent harmless from all losses, costs, liabilities, and lawsuits including attorney fees and litigation expenses resulting from the performance of management services on behalf of the Association including actions at law instituted by property owners except for acts of intentional misconduct of the Agent. This indemnification shall survive expiration or termination of this Agreement.

H. The Agent agrees to indemnify and hold the Association harmless from all losses, costs, liabilities, and lawsuits including attorney fees and litigation expenses resulting from the performance of Association's duties and responsibilities under this Agreement except for acts of intentional misconduct of the Association. This indemnification shall survive expiration or termination of this Agreement.

I. The Association shall maintain appropriate insurance coverage to insure personal injury and property damage claims by naming and protecting Agent as an additional insured and providing evidence of such coverage. The Agent's representative will be covered and bonded under the policy of the Association.

J. The Association grants the Agent authority to take any actions deemed prudent to protect and restore the property of the Association in the event of a natural disaster and agrees to reimburse the Agent for the reasonable costs of such action. Written advice of action taken hereunder shall be furnished by Agent to the Association within a reasonable timeframe from the disaster. Notwithstanding this authority as to emergency repairs, Agent shall make a good faith effort to contact the Association President or his/her designated representative for consultation concerning the emergency repairs. This notification requirement is not intended to impede any actions deemed necessary by the Agent to make repairs in an expeditious manner to protect lives and/or Association property as outlined above.

K. This Agreement and all documents, instruments, and exhibits incorporated hereby by specific reference are intended to constitute a complete and exclusive statement of the terms agreed to notwithstanding any representations or statements to the contrary heretofore made.

L. This Agreement may not be amended or modified except in writing as executed by both parties.

M. The Agent will assign one Community Association Manager (CAM) as the Association's point of contact for all matters. Said CAM shall have full support of the entire Agent's staff in providing all required services.

N. In the absence of specificity in this Agreement, it is understood that both parties will attempt to operate within the general intent and spirit of this Agreement and at the same time reduce their agreement to writing and be signed by both parties.

O. The Board agrees to ensure that unit owners fully understand that Agent does not work for owners individually. The Association and Board understand that owners are responsible for the repair, maintenance, insurance, and protection of their individual homes and parcels, as defined in the Association's Declaration, and that Agent cannot provide access to individual homes for owners and/or their tenants or guests. Agent shall not have a fiduciary duty to individual owners of the Association.

II. Powers, Duties and Responsibilities of Agent.

To the exclusion of all other persons or agencies, the Agent shall have the powers, duties, and responsibilities as set forth in the attached exhibits which are made a part hereof and incorporated herein:

- A. Exhibit I: Finance and Accounting Responsibilities
- B. Exhibit II: Administrative Responsibilities
- C. Exhibit III: Property Coordination/Common Area Responsibilities

III. **Responsibilities of the Board.**

- A. To provide policy guidance.
- B. To respond promptly to queries of the Agent concerning matters affecting the Association.
- C. To support Agent in its coordination of outside contractors and supervision of employees of the Association in accordance with paragraph I.C. above.
- D. To provide adequate funds to fulfill responsibilities as required by this Agreement and the Association's Declaration of Covenants and Restrictions and Bylaws.

IV. **Notices.**

Notices shall be given (a) by personal delivery to the other party, (b) by facsimile, with a confirmation sent by registered or certified mail, return receipt requested, or (c) by registered or certified mail, return receipt requested. All notices shall be effective and deemed delivered (i) if by personal delivery, on the date of delivery if during business hours, otherwise next business day, (ii) if by facsimile, on the date the facsimile is received if received during business hours, otherwise next business day, and (iii) if solely by mail upon receipt by the addressee. A party may change its address by written notice to the other party.

As to the Agent:

Director, Amelia Island Management, LLC.
5440 First Coast Hwy
Amelia Island, FL 32035-1307

As to the Association:

President, Marsh Lake
Community Association, Inc.
(Address of Record)

or to such other address either party shall give the other written notice from time to time.

V. **COMPENSATION.**

A. It is agreed that Agent shall perform services contained herein for the monthly fee specified which is due the first day of each month. Any special or abnormal costs or expenses arising from requests by the Association shall be billed separately. Agent will advise the President of the Board of any such expenses prior to incurring same, except expenses incurred pursuant to Paragraph I.J. herein above.

B. For the term of this Agreement (January 1, 2025 – December 31, 2028) the compensation of the Agent shall be on the basis of \$31,800.00 per year (\$2,650.00 per month). Compensation of \$2,650.00 monthly shall be paid to Agent not later than the 10th of each month.

C. In the event that this Agreement extends beyond the initial four (4) year term (December 31, 2028), Agent and Association will meet prior to January 1, 2029, to review, adjust, and agree upon the management fee for the subsequent calendar year.

Executed this 17th day of July, 2023

MARSH LAKE COMMUNITY
ASSOCIATION, INC.

BY: _____
Its President

AMELIA ISLAND MANAGEMENT, LLC.

BY:  _____
Its Director

Agent initial _____



EXHIBIT I
FINANCE AND ACCOUNTING RESPONSIBILITIES

1. To bill and collect from Association members all assessments levied by the Association. In the case of delinquent accounts, with the concurrence of the Board, to take action in the name of the Association by way of initiating the processing a Claim of Lien or initiating legal process as may be necessary or appropriate for the collection of such assessments. A notice of 60 or 90 days past due assessments, and applicable charges, will be charged a \$150.00 processing fee plus certified postage. For each of the following, the Association will pay to Agent a \$50.00 administrative fee which will be billed to the owner on behalf of the Association: Claim of Lien; Certified Demand Letter (Intent to Foreclose letter); initiation of foreclosure proceedings. All legal fees will be billed separately by the applicable attorney(s) and billed to the owner on behalf of the Association. If special accounting requirements are necessary as in the case of special assessments, a rate of \$40.00 per hour will be paid by the Association.
2. To deposit all funds collected for the Association in a bank or financial institution in the name of the Association.
3. To receive all bills covering expenses incurred by the Association and to make payments after approval within current guidelines on the appropriate accounts with Association funds.
4. To maintain records sufficient to describe its services hereunder and keep financial records, in accordance with acceptable accounting standards and Florida Statutes, sufficient to identify the source of all funds collected and disbursements thereof. Such records shall be available for inspection by members of the Association at all reasonable times. The Association shall have the right to an annual independent audit with the cost thereof borne by the Association directly. Such independent audit shall be conducted at the office of the Agent.
5. To provide Certificates of Assessments, with a charge of to the owner, purchaser, or lending institution payable upon preparation of the Certificate (current charge is \$250). If an owner or lending institution requires a PUD form, questionnaires, or other financial forms, there will be a reasonable charge to the owner or lending institution, paid in advance. Fees to change without notice.
6. To prepare and submit to the Board monthly financial reports to include Balance Sheet, Income Statement (itemized according to the Budget with a monthly budget comparison).
7. To change financial reporting format within reason only as directed by vote of the Board of Directors as designated in writing. Any additional changes, spreadsheets, or financial recaps will result in additional charges borne by the Association at a rate of \$40.00 per hour.
8. To assist in preparing a proposed annual operating budget, for Board approval, based on Board guidance and state law setting forth projected revenues and expenses for the new fiscal year, including a schedule of annual assessments. The budget will be based upon anticipated operations, a forecast of Association expenditures, and will consider the general condition of the Association and its property.
9. To assist in contracting with a Certified Public Accountant or other authorized professional to have any and all required tax returns prepared and filed at Association expense.
10. To make available to each owner, upon request, a copy of the annual audit or a year end financial statement as required by 720.303, F.S. Costs of postage will be borne by the Association.
11. Scheduled costs are as follows: (1) Postage – face value, (2) B/W Copies - .17 a copy, (3) Color Copies - .30 a copy, (4) Business Envelopes - .25 each, (5) Large Envelopes - .35 each, (6) Labels - .15 each. Costs to be billed to Association monthly. Mailings that are scheduled through SouthData will be invoiced at cost.



EXHIBIT II

ADMINISTRATIVE RESPONSIBILITIES

1. To have a representative at all Board and Membership meetings and to prepare the Minutes of the meeting, unless otherwise directed. A maximum of four (4) Board meetings per year plus an Annual Membership Meeting is a part of this Agreement. Any additional Board or Membership meetings will be charged at a rate of \$250.00. An additional rate of \$25.00 per hour per person will be charged for meetings held after normal working hours. All conference room rental charges shall be paid by the Association.
2. To assist in organizing Board meetings and the Annual Membership Meeting of the Association in accordance with Florida Statutes, including the preparation and delivery of the notice of the meetings. All costs, including postage and copying costs, involved in organizing meetings will be borne by the Association.
3. To forward to all owner's copies of the Annual Meeting minutes and any other actions taken at meetings. To forward copies of Board meeting minutes to the Board, unless directed to mail to all owners. All postage and copying costs will be borne by the Association.
4. To maintain the administrative records of the Association as specified by Florida Statutes.
5. To assist the Association in obtaining required insurance coverage for common elements, to include all risk, windstorm, flood, and liability naming the Agent as an additional insured. All Association insurance coverage is at the Association's expense, and the Association (not the Agent) is responsible for ensuring proper insurance coverage and binding the necessary insurance coverage. Agent will assist Association with filing any claims arising under the Association's policies and will disburse any resultant funds.
6. To provide reasonable secretarial and administrative services as may be required from time to time. The Board will be notified of any additional costs prior to performance of same. All postage and copying costs will be borne by the Association.
7. Agent's Relations with Association Members. Agent shall maintain business-like relations with members whose service requests shall be received, considered, and recorded in systematic fashion in order to show the action taken with respect to each. Complaints of a serious nature shall, after thorough investigation, be reported to the Association with appropriate recommendations. Policy complaints will be forwarded to the Board directly or to the appropriate committee chairperson, as appropriate.



EXHIBIT III

PROPERTY COORDINATION/Common Area Responsibilities

1. To make weekly inspections of the Association's properties to identify common area conditions and/or deficiencies and to ensure contracted work is being performed. The inspections will systematically cover all aspects of the property. Significant deficiencies and unusual conditions will be noted and immediately reported to the Board. A monthly written report will be completed with details of the month's inspections including reporting on projects, vendors and other items that may pertain to the Association.
2. To administer and oversee the following specific items as directed by the Board and in concert with the appropriate committee chairperson:
 - a. Common water services
 - b. Common storm water management systems
 - c. Common electricity and electrical fixtures
 - d. Common grounds maintenance per the Declaration (including underground irrigation system)
 - e. Road maintenance
 - f. Common pest control and termite bonds
 - g. Common buildings and recreation areas maintenance (including pool and cabana areas)
 - h. Lakes
 - i. All other common items as delineated in the operating budget and the documents.
3. To assist in obtaining contractors to perform routine work as necessary to maintain existing common areas. The Association understands that contractors work for the Association, not Agent. In accordance with Chapter 61E-14 of the Florida Administrative Code, the Agent shall only undertake to perform those Community Association Management services which it can reasonably expect to complete with professional competence. Agent will inform the Board of Directors if a service cannot be reasonably completed with professional competence. Otherwise, Agent will be responsible to undertake and perform the services as specified within this agreement.
4. Agent understands that all contracts are under the direction and subject to the approval of the Association.
5. To obtain written estimates for time and materials for all non-routine and specialty projects.
6. The Board will specify the expenditure limit, if any, which the Agent is authorized to spend for any repair, replacement, or maintenance item without prior Board approval. This amount is as specified by the budget, cumulative, from month to month. Any additional amounts will be approved by the President prior to expenditure.