

## **COMMUNITY ASSOCIATION MANAGEMENT SERVICES AGREEMENT**

This Agreement is made this 10th day of September 2023 by and between Tracy Fendig, PA, a Florida Professional Association, with a principal place of business located at 2947 Pinedale Road, Fernandina Beach, FL 32034 (the "Manager") and Sea Dunes Condominium Association (the "Association").

**WHEREAS**, the Association deems it to be in the best interests of the Unit Owners of the Sea Dunes condominiums ("Condominium") and that the Condominium be managed by an organization in the business of property management.

**WHEREAS**, the Association is authorized and empowered to employ such an organization.

**NOW THEREFORE**, in consideration of the promises and undertakings contained herein, it is hereby covenanted and agreed as follows:

### **ARTICLE I MANAGEMENT SERVICES**

Manager shall assist and/or advise the Association and/or employees and contractors of the Condominium in all matters related to the maintenance and management of the Condominium; specifically: Cause the common and limited areas (the "Common Areas") of the Condominium to be maintained according to standards established by state and/or local law, the Condominium Documents, and the Association. For clarity, the Manager will be a certified Community Association Manager (CAM) The standards and actions related thereto shall include but not be limited to the following:

#### **ROUTINE SERVICES**

1.1 Manager, at the expense of the Association, will make or cause to be made, such routine repair work and normal maintenance to Common Areas as may be required for the preservation, operation or physical protection of said Common Areas. The expenditures to be incurred for any one item or replacement shall be in accordance with the approved budget and shall not exceed \$500.00, unless authorized specifically by the Association's President or his/her duly authorized representative. However, under such circumstances as the Manager shall deem to be an emergency, the Manager will cause emergency repairs to be made to avert danger to life and/or property; or when such repairs are necessary immediately for the preservation and safety of the property; or for the safety of the members of the Association; or when such repairs are required to be made to avoid the suspension of any service to the Association. Such emergency repairs may be made by the Manager irrespective of the cost limitation imposed herein. Notwithstanding this authority as to emergency repairs, it is agreed that the Manager, if at all possible, will make best efforts to notify the President of the Association, or one of the Board members as designated by the President, immediately concerning the ordered emergency repairs. Supervision of extraordinary repairs (such as fire, flood or windstorm) will be considered Non-Routine Services and will be billed as such. In the event emergency repairs require Manager to coordinate and supervise after hours, Manager will bill his time as Non-Routine Services.

1.2 Subject to the approval of the Association's Board of Directors and consistent with the approved budget, the Manager will make contracts for routine landscape maintenance, pool maintenance (where applicable), janitorial maintenance (where applicable), refuse collection, vermin exterminating and other necessary services or such service as the Association's Board of Directors shall deem advisable. Such contracts will be signed by the Association's President or his/her designated representative. Manager shall not hire or engage on the Association's behalf any party or entity which may be construed as creating an employer-employee relationship for the Association.

1.3 Supervise the operations of all contractors who perform work for the Association and the Condominium, including but not limited to investigation as to bonding, insurance materials, workmanship, and warranties and by reviewing work of Association personnel or contractors.

1.4 Inspect or cause the inspection of cleanliness and working conditions of all Common Areas including central systems, light fixtures, fire extinguishers, entry doors, elevator cabins (where applicable), pools (where applicable), the equipment responsible for the operation of said elevators and pools and the enclosed area surrounding the pools including the furniture placed therein; and communicating the results of said inspection to the Association's Board of Directors designated representative.

1.5 Inspect all ground areas that include sidewalks, driveways, parking lots and the lighting pertinent thereto, lawn, shrubbery, trees, and brush and the irrigation systems pertinent thereto to determine whether such are receiving adequate care and maintenance; and communicating the results of said inspection to the Association's Board of Directors designated representative.

1.6 Walking the property and noting situations where owners have non-compliance, disrepair, nuisance, or are otherwise not following the rules and regulations of the association; and communicating same to the Association's Board of Directors designated representative.

1.7 Make recommendations for capital improvements and any other recommendations as may be appropriate for the improvement of the Condominium and its Common Areas.

1.8 Establish and maintain a 24-hour, seven-day a week communication system. The communication system may include but is not limited to the retention of an answering service for communication with Unit Owners after regular hours. Manager's regular hours shall be Monday – Friday from 8:00 A.M. to 5:00 P.M. The Manager's primary phone number will be 904-426-9320, which is the Manager's cell phone number. The Manager's primary email address shall be [jwfendig@fendiggroup.com](mailto:jwfendig@fendiggroup.com). Calls from Unit Owners after regular hours proclaiming emergency situations shall be addressed in the discretion of the Manager and its associated response. If the Manager determines that an emergency response is not warranted, then the Manager will notify the calling party at the time of the call and respond to the situation the following business day.

1.9 Manager will be on property three (3) days a week for a period of time during normal business hours (8 AM to 5 PM), at Manager's sole discretion, sufficient to conduct its Routine Services.

1.10 Attendance at the Association's Annual Meeting and its monthly Condominium Association Board Meetings not to exceed twelve per calendar year. Attendance at and participation in any meeting of or hearing conducted by the Association's Fine Committee (if applicable).

1.11 Access to the Association's counsel for routine questions and advice shall be provided at the cost of the Association and shall not exceed two-hundred and fifty dollars (\$250.00) without the Association's President or his/her designated representative approval.

1.12 Manager shall review all invoices presented for payment by the Association and present those to the Association's designated representative for coding and payment approval. Manager shall submit the approved invoices to the Business Management for payment.

1.13 Other routine tasks not identified above but required from time to time to carry out the duties of a Community Association Manager in maintaining and managing the Association.

## **NON-ROUTINE SERVICES**

1.15 If directed, Manager agrees to assist in obtaining competitive bids for any authorized repairs or authorized maintenance which involves an expenditure of more than Ten Thousand Dollars (\$10,000.00) (other than emergency repairs). Said bids shall be obtained from known, reputable and fully insured contractors. Such repairs or maintenance will not be made until authorized by the Association's President or his designated representative. Assisting in this bid process may be considered as a Non-Routine Service to the extent that it requires significant effort outside of normal working hours.

1.16 Supervision of extraordinary repairs (such as fire, flood or windstorm) and significant capital improvements (such as building or roofing) if the capital improvements require services to be performed outside of normal working hours. For all services related to capital improvements, if those services are performed inside of normal working hours, those services are not Non-Routine Services.

1.17 Participation in legal matters or litigation involving the Association unless the Manager is involved in the legal matter or litigation.

1.18 Attendance at monthly Condominium Association Board Meetings that exceed paragraph 1.10 above.

1.19 If the Association requests Manager to be on Property more than three (3) days a week for special projects or for any other reason, Manager will bill Association in accordance with the Non-Routine Services compensation outlined below.

1.20 Any other Services or responsibilities that do not fall under “Routine Services” as defined above and which are agreed upon by both parties.

### **EXCLUDED SERVICES**

1.21 The Association has another management company (the “Business Management”) that acts as the Association’s Registered Agent and that is responsible for all accounting, taxes, banking, financial reporting, collection and establishment of all dues and assessments, notices to Unit Owners and general administrative activities of the Association. Manager will not be responsible for any services provided by the Association’s Business Management Company or not otherwise included in the Routine Services and Non-Routine Services as defined above, unless agreed upon in writing by both parties.

### **ARTICLE II COMMUNICATION**

2.1 Manager shall principally communicate to the Association and to the Unit Owners to the extent practicable, through the President of the Association Board or the Association’s designated liaison. Notwithstanding the appointment of one or more liaisons, Manager shall communicate with the Association’s Officers and Committee Chairperson, if any, in the exercise of their mutual responsibilities.

### **ARTICLE III COMPENSATION AND REIMBURSEMENT**

The total compensation to which Manager shall be entitled during the term of this Agreement shall consist of fees for Routine services, and fees for Non-Routine Services, on a per-item basis as herein specified or to be negotiated prior to performance.

3.0 Manager will commence the services outlined in this agreement October 1, 2023.

#### **3.1 Routine Services**

The Association will pay Manager for its Routine Services, as defined in Article I above, the sum of \$32.00 a Unit (“Management Fee”). The monthly fee shall be \$1,856.00. The Condominium currently consists of 58 Units. The Association will pay Manager, through the Business Manager, its Management Fee on the first day of each month commencing with the first day of the first month following commencement of Manager’s services. The Business Manager shall remit payment for Routine Services to Manager. Manager will coordinate with the Business Manager regarding how Manager would prefer to have its Management fee delivered to him.

#### **3.2 Non-Routine Services**

The Association will pay Manager an hourly rate of \$150.00 an hour for all Non-Routine Services, as defined in Article I above, provided by Manager. The fee for Non-Routine Services shall not exceed \$300.00 without the Association’s President or his/her designated representative approval. Manager will submit a detailed invoice outlining the Non- Routine Services provided and

the time involved. The Association will authorize payment to Manager within five (5) days after submission of invoice(s) by Manager. The Business Manager shall remit payment for Non-Routine Services to Manager after receipt of approval from the Association if the payment exceeds \$300.00. Manager will coordinate with the Business Manager regarding how it would prefer to have Non-Routine Services payments delivered.

### 3.3 Reimbursement

The Association will reimburse Manager for any out-of-pocket costs approved by the Association under this Agreement, which are advanced by Manager on behalf of the Association. Manager will provide the Association with all receipts or other evidence of advanced costs paid by Manager. The Association will authorize reimbursement to Manager within five (5) days after submission of the documentation by Manager. The Business Manager shall remit payment for Reimbursement to Manager after receipt of approval from the Association. Manager will coordinate with the Business Manager regarding how it would prefer to have Non-Routine Services payments delivered.

## ARTICLE IV CONTRACT PERIOD AND TERMINATION

This Agreement shall be for the period stated below and may be terminated only as provided for in this Agreement.

4.1 The initial term of this Agreement shall be One (1) Year. The terms shall automatically be renewed for successive annual terms unless either party serves written notice to the Association's President sixty (60) days prior to its anniversary of its intent not to renew.

4.2 In the event a petition in bankruptcy is filed by or against the Manager, or in the event that Manager shall make an assignment for the benefit of creditors to take advantage of any insolvency act, either party hereto may terminate this Agreement effective upon written notice to the other.

In the event that Manager is acquired by, merges into or with, or consolidates with another unrelated person or entity, or if there is a change in the controlling interest of Manager, the Association may terminate this Agreement effective upon written notice to Manager.

Manager has informed the Association that it is or intends to provide similar services to three associations. Manager shall give the Association notice of its contracting with additional associations for such services within thirty (30) days of contracting. Such increase shall not be a reason for termination of this agreement by the Association.

4.3 In the event that Manager fails to perform its obligations under this Agreement or otherwise defaults hereunder, Association shall give Manager written notice specifying the default and Manager shall have thirty (30) days from the date of such notice to cure the default to the reasonable satisfaction of the Association. Upon the expiration of the thirty (30) day cure period, the Board or its designated member shall meet with a corporate officer of Manager to determine whether the alleged default was cured to the reasonable satisfaction of the Association.

4.4 In the event that Association fails to perform its obligations under this Agreement or otherwise defaults hereunder, Manager shall give Association written notice specifying the default and Association shall have thirty (30) days from the date of such notice to cure the default to the reasonable satisfaction of the Manager. Upon the expiration of the thirty (30) day cure period, the Board or its designated member shall meet with Manager to determine whether the alleged default was cured to the reasonable satisfaction of the Manager.

4.5 In the event either party wishes to terminate this agreement without cause, the terminating party must give ninety (90) days written notice specifying that the party is terminating without cause and for the sole convenience of the terminating party.

4.6 Upon termination, the contracting parties shall account to each other with respect to all matters outstanding as of the date of termination, and the Association shall furnish the Manager security, satisfactory to the Manager, against any outstanding obligations or liabilities, which the Manager may have incurred hereunder.

## ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 The Association will indemnify and hold harmless Manager for ordinary negligence that is the result of an instruction from or at the direction of the Association. The Association does not indemnify nor hold harmless Manager for any act or decision that violates a criminal law, derives an improper personal benefit, either directly or indirectly, is grossly negligent, is reckless, is in bad faith, is with malicious purpose, or is in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

5.2. Manager shall acquire and maintain within ten (10) days the execution of this Agreement Commercial General Liability applicable to all premises and operations, including Bodily Injury, Property Damage, Independent Contractors, Blanket Contractual, Personal Injury with limits of liability of not less than \$1,000,000 in the aggregate.

Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least thirty (30) days' prior written notice to the Association. Such notices and any endorsements subsequently issued amending coverage or limits shall be delivered to the Association by certified mail. Upon receipt of any notice of cancellation, non-renewal or reduction in coverage, the Manager shall within five (5) days procure other policies of insurance, similar in all respects to the policy or policies about to be canceled, non-renewed or reduced in coverage. If the Manager fails to provide acceptable policies of insurance, the Association may obtain such insurance at the cost and the expense of the Manager.

5.3 The Association shall maintain in force, for the entire term of the Agreement, the insurance required of the Association at the sole cost and expense of the Association. The Association shall provide to Manager within ten (10) days of the commencement of this Agreement a certificate evidencing the same.

## ARTICLE VI MISCELLANEOUS

### 6.1 Materials to be Provided Manager at Inception

Prior to the commencement of the Term of this Agreement, or within two (2) weeks of the date thereof, the Association shall, to the extent possible, provide to Manager such information and materials as Manager shall reasonably request, including but not limited to the following:

- a) Copies of the Condominium Documents
- b) Current list of unit owners and tenants (address, work and cell, and home telephone numbers)
- c) Utilities listing (gas, electric, water and sewer, etc.).
- d) Extermination information
- e) Security and lock system (keys to all outside doors, storage areas, etc., unit keys or provisions for unit access.)
- f) List of tools and equipment and other property
- g) Copies of warranties in effect, (if any).
- h) All vendor contracts relevant to the Routine and Non-Routine Services to be provided hereunder by Manager (e.g., HVAC, towing, elevator, landscape, pool maintenance, garbage removal/pickup days etc.)
- i) Plans and specifications of the building(s)

### 6.2 Certification and Licensure

The Manager is responsible for maintaining all required current Association certifications and licenses at Manager's own expense.

### 6.3 Holidays and Vacations

The Manager may observe holidays as provided for by the Federal Government Holiday Calendar. The Manager shall also observe two weeks' vacation at such time in the Manager's discretion with proper notice to the Association.

### 6.4. Assignability by Manager

The Manager may only assign this Agreement with the prior written consent of the Association, except that Manager may assign this Agreement to a wholly owned entity owned and controlled by John Wynn Fendig upon notice to the Association.

### 6.5. Non-Solicitation

The Manager may not use any information gained during the execution of his or her duties to solicit additional services for self or other related business interests without the written consent of the Association. Manager shall not actively solicit real estate listings from residents of the Condominium. The Association acknowledges that Manager is a Florida Professional Association (License Number SK3138758) listing as its primary licensing service real estate broker or sales

and, except as specified in this Agreement, will do nothing to restrain that work. The Manager shall not use confidential information gained during the execution of its duties under this Agreement to solicit or otherwise affect a real estate listing, potential real estate listing, or transaction involving any unit within the Association. The Manager further agrees to comply with the provisions of the Code of Ethics and Standards of Practice of the National Association of Realtors.

#### 6.6. Conflicts

If any conflicts shall arise between this Agreement and Chapter 718 of the Florida Statutes and Condominium Documents, the terms of this Agreement shall control to the extent allowable under the law.

#### 6.7. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions (including any remaining provisions within the same numbered paragraph), unless the absence of such invalid or unenforceable provision materially and adversely affects the right or obligations of either party hereto.

#### 6.8. Waiver and Modification

No provisions may be waived except by an agreement in writing signed by the parties. A waiver of any term or provision hereof shall not be construed as a waiver of any other term or provision hereof. Failure to enforce any provision hereof shall not be deemed a waiver upon any subsequent breach hereof. This Agreement may be modified only by a written instrument executed by all parties.

#### 6.9 Governing Law and Construction

This Agreement shall be governed and construed by the laws of the State of Florida. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts of Florida for the purposes of any proceedings arising out of this Agreement. If a lawsuit to construe or enforce the provisions of this Agreement is filed, the prevailing party shall be entitled to recover from the other party the prevailing party's court costs and reasonable attorneys' fees and other costs and expenses incurred in the enforcement of this Agreement, suit, trials, appeals, re-hearings.

Headings are provided for convenience only and are not intended to be utilized in interpreting the provisions hereof. Terms of gender shall refer to the opposite gender where appropriate and terms of singular shall refer to plural and vice versa.

#### 6.10 Notices

All notices as herein provided for, or as may be deemed desirable, shall be in writing and sent via electronic mail, private courier service such as FedEx or UPS or postage prepaid by certified

mail, return receipt requested to Manager and/or Association at the address set forth below, or such other address as notice may be given to the Association or Manager.

**Manager**

Tracy Fendig, PA  
c/o John "Wynn" Fendig  
2947 Pinedale Road  
Fernandina Beach, FL 32034  
Email: [jwfendig@fendiggroup.com](mailto:jwfendig@fendiggroup.com)  
T: 904-426-9320

**Association**

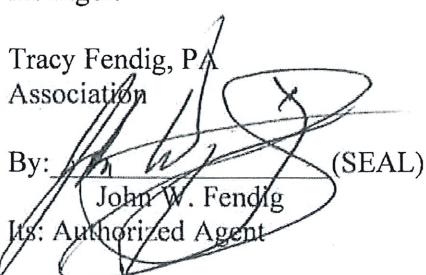
Name: Sea Dunes Condominium Association  
c/o: Ceci Christy, President  
Amelia Island Management  
5440 First Coast Highway  
Fernandina Beach, FL 32034  
Email: [ceci30327@gmail.com](mailto:ceci30327@gmail.com)  
T: 404-219-6915 (cell) or 904-277-5122 (AIM)

**6.11. Whole Agreement**

This Agreement represents the parties' entire understanding and agreement and supersedes any agreements, oral or written, prior thereto. The parties acknowledge that there are no other understandings between them in these regards, except as may be hereinafter evidenced by written memorandum executed by both parties.

In witness whereof, the parties have set their hands and seals this 10<sup>th</sup> day of September 2023.

Manager:

Tracy Fendig, PA  
Association  
By:   
(SEAL)  
John W. Fendig  
Its: Authorized Agent

Association:

Sea Dunes Condominium  
  
By: s/ Ceci Christy (SEAL)  
Its: President