



**SERVING FIRST COAST COMMUNITY ASSOCIATIONS**  
**— SINCE 1973 —**

**STATE OF FLORIDA**

**MANAGEMENT AGREEMENT**

**COUNTY OF NASSAU**

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This Agreement is made and entered into on the 12<sup>th</sup> day of July, 2021 by and between **SEA DUNES CONDOMINIUM 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.**

The Board designates the Agent as the exclusive administrator of the Association's operation. The authority and duties of the Agent include managing the Association's financial assets, liabilities and administrative functions. Exhibits I & II 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 September 1, 2021 and shall continue for a term of three (3) years unless notice is given to cancel by either party 60 (sixty) days prior to the end of the three year term. This agreement shall also continue from year to year after the initial three-year period with the same cancellation provision.

C. The Association agrees to work through the Agent in its dealings with paying all routine contractors, i.e., landscape, trash removal, etc. In the case of managing 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 Associations CAM, with the help from 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. The Agent shall not be held liable for any loss or damage due to ineffectiveness of security measures undertaken by the Association.

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 UAM

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 as required by Chapter 718 Florida Statutes.

J. The Association grants the Agent authority to work with the Associations CAM 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 up to ten thousand dollars. Written advice of action taken hereunder shall be furnished by the Associations CAM. Notwithstanding this authority as to emergency repairs, onsite staff, with the help of Associations CAM, 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 Associations CAM, with the help of the Agent, to make repairs in an expeditious manner to protect lives and/or Association property as outlined above.

K. The Agent will provide an after-hours emergency phone number for the Association and those calls will be forwarded to the CAM.

L. 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.

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

N. The Agent will be the Association's point of contact for financial and administrative matters as stated in paragraph A. Said Association shall have full support of the entire Agent's staff in providing all required services.

O. 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.

P. 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 units, as defined in the Association's Declaration, and that Agent cannot provide access to individual units for owners and/or their tenants or guests. The onsite staff will be the owners contact to access individual units as required and authorized by Chapter 718 Florida Statutes to repair, maintain, or prevent damages to Association common elements. Agent shall not have a fiduciary duty to individual owners of the Association.

Q. Agent's employees, including but not limited to Director, Assistant Director, Financial Director, and any of Agent's employees residing within the Association, shall disclose any conflict of interest situations that may exist with Association and shall always act within the highest standards of professional ethics and avoid any participation in decisions where a conflict of interest may exist. Association should promptly inform the Director of Amelia Island Management of any situation, actual or perceived, in which they feel that Agent or Agent's employees are taking actions in which they have a conflict of interest. Upon such notification by Association, Agent will immediately take the necessary actions to remedy the situation and the Director of Amelia Island Management will inform the President of Association of such actions.



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

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 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 32034

As to the Association:

President, Sea Dunes  
Condominium 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 period of this Agreement the compensation of the Agent shall be on the basis of \$18,000.00 per year. Compensation of \$1,500.00 monthly shall be paid to Agent not later than the 10th of each month in advance.

This price shall remain fixed at the above rate through the term of this agreement.

Executed this 12<sup>th</sup> day of July, 2021

SEA DUNES  
CONDOMINIUM ASSOCIATION, INC.

AMELIA ISLAND MANAGEMENT, LLC.

BY: \_\_\_\_\_

Its President

BY: \_\_\_\_\_

Its Director

Agent initial \_\_\_\_\_

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Association 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 of 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 \$25.00 processing fee plus certified postage. For each of the following, the Association will pay to Agent a \$150.00 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 take into account 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 furnish to each unit owner a complete financial statement for the previous 12 months within 60 days following the end of the fiscal year. If revenues require formal financial statements to be prepared by an accountant or Certified Public Accountant, statements (which must be contracted by a third party within 90 days of the end of the fiscal year and mailed within 21 days of receipt), will be delivered as requested.
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.

Agent initial



Association initial





## 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, outside of Amelia Island Managements conference room, shall be paid by the Association.
2. Agent will provide an administrative assistant for the CAM and Association administrative needs.
3. 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.
4. To forward to all owners 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.
5. To maintain the administrative records of the Association as specified by Florida Statutes.
6. 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.
7. 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.
8. 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. The service requests will be forwarded to the Associations CAM to expedite. Agent will not expedite or manage the service requests. Complaints of a serious nature shall be reported to the Associations CAM. Policy complaints will be forwarded to the Board directly or to the appropriate committee chairperson.

Agent initial \_\_\_\_\_

Association initial \_\_\_\_\_

