

**Z & R PROPERTY MANAGEMENT
PROFESSIONAL MANAGEMENT AGREEMENT**

WE DO NOT CHARGE TRANSITION OR SETUP OR DEPARTURE FEES

1. PARTIES: This Agreement, made this 11th day of July, 2022, by and between Hartsock Village HOA, hereinafter called the "Association", and Z&R Realty, Inc. d.b.a. Z&R Property Management, hereinafter called the "Manager". Said contract shall become effective the 1st of August, 2022. In consideration of the terms, conditions, and covenants hereinafter set forth, the parties hereto agree as follows:

2. CONTRACT: The Association hereby contracts with the Manager and the Manager hereby accepts this contract on the terms and conditions hereinafter provided, as exclusive Manager of the Association, located in Colorado Springs, El Paso County, Colorado.

3. ASSOCIATION FUNCTION:

A. The Manager fully understands that the function of the Association is the affordable operation and management of the Association, including the general common elements, and the limited common elements appurtenant thereto, and Manager agrees, notwithstanding the authority given to the Manager in this agreement, to confer fully with the Board of Directors of the Association in the performance of its duties as herein set forth and to attend all Association or Board meetings as required in Attachment "A". The Manager will prepare and provide a meeting packet to the Board at least 3 days prior to regularly scheduled meetings. The packet will include all items requested by the Board but at least the items requested in Attachment "A". Manager will email the packet to the Board in .pdf format and provide paper hard copies if requested.

B. The Association hereby agrees to give notice to Manager of each Association and Board meeting. Upon its own initiative, Manager may request a meeting of the Association or the Board by written request to appropriate officers, directors, or members of the Association; where authority of the Association is required to do some act or where matters within their authority must be resolved, then the Board shall forthwith convene to act upon such matters. It is further understood and agreed that the authority and duties conferred upon the Manager hereunder regarding the physical aspects of the Association are generally confined to the general and limited common elements as defined in the recorded Declaration of Covenants, Conditions and Restrictions for the Association or shown on the condominium map(s). Such authority and duties do not and shall not include supervision or management of individual Homeowners units except as specified herein or as directed by the Association.

4. INFORMATION: In order to facilitate efficient operation and if they are available, the Association will furnish the Manager with a set of the plans and specifications of the Association as available to the Association, and, with the aid of these documents and inspection made by competent personnel, the Manager will inform itself with respect to the layout, construction, location, character, plan, and operation of the various utility systems and other mechanical equipment relating to the common elements and overall operation of the Association. Copies of guarantees and warranties pertinent to the common elements, roofs, and exterior walls of the Association, if any, which are in force and available to the Association at the time of the execution of this Agreement, shall be furnished to the Manager by the Association. Manager will safeguard these documents and return them to the Association in the event of termination or resignation.

5. **EMPLOYEES:** All employees and personnel necessary for the efficient discharge of the duties of the Manager shall be employees of the Manager, or insured independent sub-contractors. Those employees of the Manager who handle or are responsible for the handling of the Association's money shall be fully insured in accordance with the Declarations and Bylaws of the Association and Colorado State law.

6. **SERVICES AND DUTIES:** Manager shall render services and perform duties as follows:

A. On the basis of an operating schedule, job standards, and budget previously approved by the Board on the recommendation of the Manager, Manager shall investigate, contract (in the name of the Association), pay and discharge the personnel necessary to be employed in order to properly maintain and operate the Association at the expense of the Association. The Manager shall be an independent contractor and compensation for the services of such personnel shall be considered an operating expense of the Association, but personnel shall not be employees of the Association. The Association shall not pay for the salaries of the Manager's office staff. Personnel hired by the Manager shall be independent contractors to the maximum extent possible and shall not be employees of the Association.

B. Manager shall ascertain the general condition of the Association.

C. Manager shall maintain businesslike relations with Owners and Guests, whose service requests shall be received, considered, and recorded in a systematic fashion in order to show the action taken with respect to each, but with initial responses expected no later than 2 business days after receipt. Complaints of a serious nature shall, after investigation, be reported to the Board with appropriate recommendations. The Manager, in addition, shall have the authority and the responsibility to monitor and enforce compliance with the Association's Declarations, Articles, Bylaws, Rules and Regulations and any other Association guidelines or policies "Governing Documents").

D. Manager shall cause the buildings, appurtenances, and grounds of the Association to be maintained according to all applicable standards and or restrictions acceptable to the Board, and required by the Association's Governing Documents, including but not limited to cleaning, painting, decorating, elevator maintenance, cutting and irrigating lawns, landscaping, hauling trash, repairing, replacing, constructing, altering, and improving real and personal property, and such other normal maintenance and repair work as may be necessary, subject to the limitation imposed by the Board in addition to those contained herein. For any one item of repair or replacement, the expense incurred shall not exceed the sum of \$500.00 unless specifically authorized by the Board; provided, however, that emergency repairs involving manifest danger to life or property, or immediately necessary for the preservation and safety of the Owners and Guests, or required to avoid the suspension of any necessary service to the Association, may be made by the Manager irrespective of the cost limitation imposed by this paragraph.

Notwithstanding this authority as to emergency repairs, it is understood and agreed that the Manager will, if possible, confer immediately by telephone or e-mail with the President of the Board or highest-ranking available Board member regarding every such expenditure. Major repairs will be on a competitive bid basis from contractors in the relevant field. Manager will obtain from each contractor engaged to perform work in the community certificates of insurance evidencing effective General Liability Insurance and Worker's Compensation Insurance prior to work commencement. It is understood that the manager's current spending authority is intended for regular work orders, routine maintenance and other incidentals that may arise while managing the Association's business affairs and upkeep of the property.

In addition to the approved spending authority for any single non-emergency expenditure, Manager is hereby authorized to distribute funds and pay expenses, within the approved fiscal year budget, over and above this limit for the following:

1. Board approved and contracted, or non-contracted and Covenant required, recurring or one-time operating and reserve expenses including, but not limited to, Utilities (Electric, Gas, Water, Metro District Fees), Master Association Dues, Phone and Internet Service, Landscaping Contracts, Snow Removal Contracts, Gutter and Roof Repair, Painting, Tree and Shrub Care, Management Contracts, Insurance Premiums, Security Contracts, and Applicable Expenses for Maintenance of Amenities including, but not limited to, pools, spas, parks, janitorial services, light sweeps, pest control, alarm or fire suppression monitoring, gate maintenance, etc.).
2. Board approved and contracted expenses billed on a time and materials basis including, but not limited to, snow and ice removal and chemical treatments such as magnesium chloride or salt and sand, engineering fees, and legal fees (including, but not limited to, collections of delinquent funds, defense of litigation, legal opinions, etc.).

E. Manager shall take such action as may be necessary to comply promptly with any and all orders or requirements affecting the Association placed thereon by any federal, state, county, or municipal authority having jurisdiction thereover, subject to the same limitation contained in subparagraph 6-D in connection with the making of repairs and alteration. The Manager, however, shall not take any action under this subparagraph 6-E so long as the Association is contesting, or has affirmed its intention to contest, any such order or requirements, and Manager shall promptly, and in no event later than 72 hours from the time of their receipt, notify the Board in writing of all such orders and notices of requirements.

F. Subject to approval by the Board, and in the name of the Association, Manager shall make all applicable contracts for water, electricity, gas, telephone, landscape service, accounting, vermin extermination, light maintenance, and all other necessary services, or such of them as the Board shall deem advisable. All such contracts and orders shall be made in the name of the Association and signed by the Association President (when possible) and shall be subject to the limitations set forth in subparagraph 6-D. When taking bids or issuing purchase orders, the Manager shall be under a duty to secure for and credit to the Association any discounts, commissions, or rebates reasonably obtainable as a result of such purchases and to obtain the best possible price and terms.

G. On an annual basis, at a reasonable time prior to expiration of insurance coverage, the Board shall authorize Manager to place or keep in force insurance, or the Board shall relieve Manager of the obligation to place or keep in force insurance for the Association. When authorized by the Board in writing, Manager shall cause to be placed and kept in force all forms of insurance needed to meet secondary lender standards and adequately protect the Association, as its interest appears, or as required by law or the Association's Governing Documents, including, but not limited to, worker's compensation insurance, public liability insurance, boiler insurance, fire and extended coverage insurance, officer and director errors and omissions insurance and burglary and theft insurance. All insurance coverage shall be subject to the conditions, restrictions and limitations as contained in the recorded Declaration of Covenants, Conditions and Restrictions, and all amendments thereto, for the Association.

It is understood that the Manager shall be included on all Association insurance policies as an additional insured and that the Association (and not the Manager) is responsible for maintaining fidelity coverage to secure all its financial assets. In addition, Manager shall maintain fidelity insurance of no less than \$500,000 for the protection of the Manager, general liability coverage of not less than \$1,000,000 and Errors and Omissions insurance of not less than \$1,000,000 with a deductible not to exceed \$5,000 per occurrence.

Association will also include Manager as additional insured on its mandatory fidelity policy. All the various types of Association insurance coverage required shall be placed with such companies in such amounts and with such beneficial interests appearing therein as shall be acceptable to the Board. The Manager shall fully investigate and make a full written report as to all accidents and claims for damage relating to the management, operation, and maintenance of the Association, including any damage or destruction thereof, the estimated cost of repair, and shall cooperate and make all reports required by any insurance company in connection therewith. Manager shall assist in settling insurance and all other claims including, but not limited to, litigation. Manager shall be compensated for work on insurance claims, loss assessments, special assessments, settlements (construction defect, etc.) and/or litigation (non-collections related), mediation or arbitration awards or any other award at the rate of 4.5% of the gross award, settlement or adjustment prior to expenses, fees or deductibles are accounted for. This fee shall only apply to claims, losses, settlements or awards in excess of \$10,000.

H. Manager shall attend up the number of meetings through the course of the year, as specified in Attachment "A", not to exceed 90 minutes each meeting or as otherwise specified in accordance with Attachment "A". Meetings should be scheduled in advance at the beginning of the year. Additional special meetings (up to 1) or time deemed necessary by the Board may be charged at the Manager's hourly rate of \$100 for meeting preparation, travel, and meeting time. Should the Board schedule more than two additional special meetings over the present schedule for the year or change the meeting times, the most applicable Option # of Attachment "A" will automatically be enacted vs. extra hourly charges. In the event the Board of Directors schedules a meeting and business cannot be conducted at that meeting due to the lack of a quorum, the Association will be charged for a minimum of 1 hour of meeting time. This paragraph only applies to meetings the Manager is required to attend.

7. ASSESSMENTS: Manager shall receive all assessments and other monies payable to the Association by the Owners, whether the assessments payable are annual, quarterly, or monthly assessments, special assessments, fines, interest, attorney fees, court costs or others. This includes the responsibility to retain and coordinate with legal counsel to collect delinquent assessments, etc. including the institution of lawsuits or foreclosures. The manager shall coordinate the Associations collections efforts pursuant to the Colorado State Law and the Associations written collection policy. Charges for these services will be billed to the Association and the Association through the manager will assess these charges to the delinquent owner's account. The fees for this service are listed in attachment A.

8. DISBURSEMENTS: From the funds collected and deposited in the Association's Operating/Reserve accounts, Manager shall cause to be disbursed regularly and when due, all utility and metro district fees, master association fees, insurance premiums, sums otherwise due and payable by the Association as operating expenses authorized to be incurred under the terms of this Agreement, including the Manager's fee, and salaries and any other compensation due and payable to the independent contractors or employees of the Association.

9. RECORDS: Manager shall maintain a comprehensive system of office records, books, and accounts in a manner satisfactory to the Board and in accordance with Colorado law, including but not limited to, full financial statements, owner correspondence, independent owner files, warranty deeds, bids, contracts, warranty paperwork, etc., which records shall be subject to examination and copying by authorized members of the Association by appointment during regular business hours or distributed via 1st class or email when possible at the request of the member. Records shall be maintained in digital format and printed when necessary. Upon the event of resignation or termination, Manager shall keep all Association records in digital format for a period of one year from the date of separation.

There will be no charge for this storage period unless hard copies are required to be produced. The printing cost will not exceed \$.30 per page (NTE 8.5" X 11") for black and white copies and \$.50 per page for color copies. All records, including all correspondence, books, reports, photos, and other data pertaining to the Association or its members maintained by the Manager or located within the Manager's premises, whether existing in hard copy or digital (electronic) format on computer disk or other information storage system, shall be deemed the exclusive property of the Association, and shall be suitable to accurately show the supervision, management, and operation of the Association.

As a standard practice, the Manager shall render to the Association the prior month's financial statements, to include a statement of receipts and disbursements no later than the 20th day of the following month. The Manager is authorized to conduct "modified accrual" accounting whereby assessment income is recognized in the period it becomes available and measurable, and expenses are recognized in the period they are paid. The Association recognizes that modified accrual accounting is a long-time industry standard practice.

Additionally, Manager shall provide a budget comparison report for the month and year-to-date. Annually, at such times as the Board shall request, such records, books and accounts shall be reviewed or audited by a certified public accountant whose report will be submitted to the Board. The Association shall pay the costs of such report or audit as set forth in its documents. Manager's operational software includes web portal access to Owner's and Board Members, with varied levels of access, in order to provide 24/7 access to individual accounts, expense reports, credit card payments, financial reports, work order reports, etc. Owners will also be able to make changes to their individual accounts on items such as mailing addresses, phone numbers and email addresses.

10. TAXES: Working in conjunction with an accountant, Manager shall oversee and ensure that the accountant prepares the following forms and reports. All forms, reports, and returns required by law in connection with payroll tax reporting, unemployment insurance, worker's compensation insurance, disability benefits, social security, and other similar taxes now in effect or hereafter imposed, relating to employment of personnel and the Association Corporate Tax Return.

11. BUDGET: Manager shall prepare an annual operating budget reflecting anticipated receipts and disbursements for the new fiscal year based upon the then current or proposed schedule of monthly assessments. The preliminary budget for the upcoming fiscal year, together with a statement from the Manager outlining a plan of operation and justifying the estimates made in every important particular, shall be submitted each year to the Board at the time set forth in the Board's written budget request or no later than 60 days before the end of each fiscal year of the Association. Upon Board and Owner approval, the budget shall serve as a supporting document for the schedule of monthly assessments proposed for the new fiscal year. It shall also constitute a major control under which the Manager shall operate, and there shall be no substantial variances therefrom, except such as may be sanctioned by the Board. This means that no expenses may be incurred or commitments made by the Manager in connection with the maintenance and operation of the Association in excess of the amounts allocated to the various classifications of expense in the approved budget year without the prior consent of the Board, except that, if necessary because of an emergency, an overrun may be experienced, provided it is brought promptly to the attention of the Board in writing.

12. OPERATIONS: It shall be always the duty of the Manager during the term of this Agreement to operate and maintain the Association in a prudent manner, consistent with the overall plan of the Association and the Association Governing documents. The Manager shall see that all Owners are informed with respect to such rules, regulations and notices as may be promulgated by the Association from time to time. During normal business hours, the Manager shall be expected to perform such other acts and duties as are reasonable, necessary, and proper in the discharge of its duties under this Agreement.

13. NEWSLETTERS / WEBSITE: The Manager shall have responsibility for distribution of the Association newsletters; to include preparation for printing, printing, and distribution as may be required. Administration of the website (if applicable) is included in the flat monthly fee. Writing newsletters will be \$100 each if the Board or Owners do not provide input.

14. INDEPENDENT CONTRACTOR RELATIONSHIP: Everything done by the Manager under the provisions of paragraph 6 shall be done as an independent contractor employed by the Association, and all obligations or expenses incurred thereunder shall be for the account, on behalf, and at the expense of the Association, except as otherwise provided herein and except that the Association shall not be obligated to pay the overhead expenses of the Manager's office as limited herein. Any payments to be made by the Manager hereunder shall be made from such sums as are available in the Association's account or as may be provided as aforesaid, nor shall the Manager be obliged to insure any liability or obligations for the account of the Association. Neither Manager nor the Association shall represent to anyone that the Manager's relationship to the Association is other than an independent contractor.

15. MONIES: The Manager shall establish and maintain accounts in the name and under the tax ID of the Association in a financial institution or institutions whose deposits are insured, and which are approved by the Association. Any such accounts will be maintained separate from the funds and accounts of the Manager and other associations managed by the Manager. Manager shall reconcile all accounts monthly. The Manager shall draw on such accounts for any payments owed by the Association and to be made by the Manager to discharge any liabilities or obligations incurred pursuant to this Agreement, and for the payment of the Manager's fee, all which payments shall be subject to the limitations of the Agreement. After individual expenses are authorized by the Board of Directors or authorized Board representatives, the Association does authorize Z&R Property Management, to withdraw funds from necessary Association accounts.

16. COMPENSATION:

A. Compensations which the Manager shall be entitled to receive for all services performed under this Agreement shall be computed and payable monthly. Please see Attachment "A" for charges described for management fee. Pursuant to CCIOA, Manager shall comply with the annual disclosure requirements by providing the Board an annual fee schedule prior to the end of each fiscal year and any other requirement currently covered by CCIOA or adopted in the future.

B. Additional compensation to Manager shall be such other fee or fees as may be agreed to by the parties from time to time, to compensate Manager or Manager's services, which are not usual or normal, shall be billed at \$100 per hour. This will include time spent on renewing any FHA or VA approval status with the assistance of an outside professional firm.

Examples include, but are not limited to, after-hours or weekend responses to communications, property inspections outside of regular business hours (8:30 a.m. – 5 p.m., Mon.–Thurs. and 4 p.m. on Fridays) or on holidays. Also, assistance in new construction warranty work (regardless of whether the warranty is still in place), any administrative proceedings including, but not limited to, civil rights, fair housing CFHA or FHA or ADA hearings, DORA complaints or investigations (unless proven to have been completely merit based on the original complaint), mediations, arbitrations and court cases or court time. ESA and Service Animal requests will be billed at \$100 per hour.

1. Office Supplies: Manager is not expected to pay for postage; copying or other such office expenses from its funds but will be reimbursed and will keep a detailed accounting of such expenses and any markups.

Manager uses an almost paper free management system, so copies and postage will only be required by State Law required notices and Board required notices through the USPS. Specific fees are listed in Attachment "B".

2. During the normal course of retaining bids for the Association, it is understood the Manager will solicit bids using specifications given to Manager by the Board of Directors. After Manager provides an initial set of two bids (minimum) for any single project, one amendment to the original specifications requiring new bids will be considered as normal. Further changes to the original or amended specifications which will require new or amended bids will be considered unusual and require compensation to the Manager at a rate of \$100 per hour for work on said Association.
3. In the event the Manager is served a summons, subpoenaed, or required to assist the Association in any legal matter or matter listed in Paragraph 16B, Manager will be compensated \$100 per hour as an expert witness for any trial time and/or time in preparation of documents, records or testimony regarding said case. This paragraph will also apply to any case involving Z&R Realty, Inc. or Z&R Property Management and its subsidiaries and/or employees as a result of acting on behalf of the Association. This paragraph will not apply if case arises out of Manager's willful misconduct or gross negligence.

17. TERM: Unless canceled pursuant to this paragraph, this Agreement shall be in effect commencing on the date of this Agreement and ending on the 31st day of July, 2023. Unless terminated, this agreement will renew thereafter for annual periods. Termination or resignation, for whatever reason, will be 30 days after written notice is received.

A. Adjustments to the terms or fees in this contract agreed to in writing by both parties may be added at any time as amendments without having to accomplish a new contract.

B. If it shall make an assignment for the benefit of creditors or take advantage of any insolvency act, either party hereto may terminate this Agreement without notice to the other. In the event this Agreement is terminated pursuant to this subparagraph, the Association shall immediately and automatically have a lien upon all funds held by the Manager for the benefit of the Association in accordance with the terms of this Agreement. The Association shall have the right and power to do all things necessary for the enforcement and foreclosure of said lien.

C. Any notice required or permitted to be served hereunder may be served via email, certified mail or in person as follows: If to the Manager, Z & R Property Management, 6015 Lehman Drive, Suite 205, Colorado Springs, Colorado. 80918 and signed by the acting Board President. If to the Association, the acting Board President.

D. In the event of termination or resignation, the Manager shall provide an accounting of the books, records and monies of the Association and shall within ten (10) days after the termination date, turn over to the Association all records and property of the Association. This includes all hard copy and digital versions, at no cost to the Association and shall be cooperative and act in a reasonable manner. In the event of any dispute between the parties to this Agreement, Management agrees not to retain or withhold from the Association any of its records or property.

18. CONDUCT: Except as otherwise provided herein, the Manager shall be required to act in accordance with the Governing Documents of the Association.


19. **DUTIES:** The Board shall designate an individual who shall be authorized to deal with the Manager on any matter relating to management of the Association. The Manager is not to accept directions regarding the management of the Association from anyone else. In absence of designation by the Board, the Board President shall have this authority.
20. **DEFINITIONS:** Words used in this Agreement shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions of the Association.
21. **INDEMNIFICATION:** The Association shall indemnify and hold Manager harmless from any claims arising out of any actions the Manager does on behalf of the Association in accordance with Manager's scope of authority set forth in this Agreement or expressly granted by the Association, except for claims arising out of Manager's gross negligence or willful misconduct. Association and/or its insurance company will pay all costs to defend Manager from any and all claims under the terms of this paragraph and paragraph 16, subsection B-3, except for claims arising out of Manager's gross negligence or willful misconduct. All Association insurance policies will include the Manager as an additional insured and be primary before any of Manager's coverage is triggered. Manager shall indemnify and hold the Association harmless from any claims or costs arising out of Manager's gross negligence or willful misconduct. This provision will survive termination of this Agreement.
22. **ENTIRE AGREEMENT:** This Agreement shall constitute the entire Agreement between the contracting parties, and no variance or modification thereof shall be valid and enforceable, except by supplemental agreement in writing executed and approved in the same manner as is this Agreement.
23. **INVALID PROVISION:** Should any provision of this Agreement be declared invalid by any court of competent jurisdiction; the remaining provisions hereof shall remain in full force and effect.
24. **EXECUTION:** The parties hereto have executed this Agreement the day and year first above written.
25. **ATTORNEY LIAISON:** Manager may act as the liaison between the Association and the Association's attorney(s). Manager may be a liaison and provide reports, as directed by the Board, between the Association and the Association's designated attorney and act as an agent of the Association for correspondence and other communication with Association attorneys. Despite the general categorization of Manager as an independent contractor, for purposes of any type of communication with the Association's legal counsel, Manager shall be deemed the functional equivalent of an employee and the attorney-client privilege between the Association and its legal counsel shall extend to Manager and its employees.
 - A. For purposes of this Agreement, personal identifying information ("PII") includes any: (i) social security number; (ii) personal identification number; (iii) password; (iv) pass code; (v) official state or government-issued driver's license or identification card number; (vi) government passport number; (vii) biometric data; (viii) employer, student, or military identification number; or (ix) financial transaction device.
 - B. In the normal course of Manager's business, it may obtain and/or store individual owners' or residents' PII in its records. Manager recognizes the need to maintain the confidentiality of any PII it may have in its possession and will take reasonable security steps, based on the nature of the PII and the nature of Manager's operations, to protect any PII from unauthorized access, use, modification, disclosure or destruction.

Additionally, Manager will comply with all applicable privacy and other laws and regulations relating to the protection, collections, use and distribution of PII. If there is a suspected or actual breach of security involving PII stored or maintained by Manager, Manager will notify the Association promptly upon becoming aware of such occurrence.

Hartsock Village HOA

Z & R Property Management

By *Patricia Lau*
Patricia Lau (Jul 20, 2022 15:56 MDT)
Secretary

By 
President

Z & R PROPERTY MANAGEMENT

MANAGEMENT AGREEMENT

“ATTACHMENT A”

The following is a list of prices and services included in the monthly management fee under the full management contract of the Association (unless otherwise specified) and is meant to summarize the duties listed in the contract:

- ~ Management of all the Association’s receivables and payables;
- ~ Contract coordination and oversight on Association contracts and vendors;
- ~ Responsibility for keeping the resident database up to date;
- ~ Supervision and coordination with all Association vendors for all maintenance and repair contracts;
- ~ Maintaining bank accounts in the name of the Association with separate reserve fund(s) accounts;
- ~ Maintaining all the Association’s financial statements and administrative files;
- ~ Preparation of an annual budget for the Board’s review in advance of the Board’s budget meeting;
- ~ Compilation and distribution of a full monthly financial report;
- ~ Coordination with an independent certified public account for the Association’s year-end tax preparation, reviews or audits pursuant to the direction of the Board;
- ~ Coordination of any collection actions with the Association’s attorney; preparation of demand letters and liens on behalf of the Association. \$100.00 for posting notices on units, \$35.00 for demand letters and \$25.00 for monthly delinquency notices, lien filings for \$550.00 and payment plan monitoring of \$60.00.
- ~ Attendance at regular, special and annual meetings in accordance with the price schedule below;
- ~ Preparation of Board packets in advance of regular meetings to include minutes, financial statements, bids.
- ~ Distribution of newsletters;
- ~ Preparation of SOA’s and PUD letters for lenders and title companies NTE \$305 each with price reductions based on length and type of required forms and TFR fees not to exceed \$125 per transaction. These fees are NOT billed to Association, but to the title companies and lenders and include all correspondence and communications with prospective buyers and providing access to all required Association documents (minutes, finances, Covenants, etc.) to assist sellers in complying with required disclosures. Requests demanded in less than 24 business hours are up to double.
- ~ Administration of Association website, if applicable (not including programming and design changes) ;
- ~ Receipt and processing of all Association correspondence within 3 business days (24 business hours);
- ~ Preparing specifications and collecting bids on all major maintenance and insurance contracts;
- ~ Liaison with any neighboring communities and or entities/businesses;
- ~ 24 hours per day 7 days per week on call with a Z & R employee (no answering services!);
- ~ Responsibility for receiving all Association phone calls, faxes and emails from owners/residents, primary contact for all owners, contractors, Realtors, Title Companies, prospective buyers, City agencies, etc.;
- ~ Preparing any necessary work orders and follow up on completion of those work orders;
- ~ Responsibility for monitoring and assisting the Association with remaining in compliance with all applicable local, state and federal statutes governing community associations to include registering with DORA and filing biennial corporate reports with the Colorado Secretary of State;
- ~ Monitoring compliance with the covenants, issuing all necessary covenant, rule or resolution, policy violation letters that do not require the services of an attorney; providing correspondence reports to the Board with dates of receipt and dates of resolution of any outstanding issues;
- ~ Preparation and mailing of all meeting notices (board, annual, special), post cards, and email alerts;
- ~ All copies, postage, envelopes, and other administrative supplies will be charged as shown on Attached. “B”
- ~ Act as Association historian / Oversight and updating of the Rules;
- ~ Access to Management Company’s web portal to allow Board Members and Owners online access to their individual accounts, financial reports, etc.;
- ~ Property visits no less than monthly. One management representative shall be on site for the purpose of Covenant enforcement and for proactivity in spotting maintenance issues and resolving them as promptly as possible to mitigate larger expenses. Full reports of each activity will be included in the Boards’ meeting packet materials and available on the management’s web portal.

The prices listed below all include the services listed above and are varied by the time and frequency of the Board's meetings and any general membership meetings to include the annual (excluding holidays). All prices assume the annual meeting will be held Mon. – Thurs. Daytime meetings begin between 6:30 a.m. and 3:30 p.m.

Option #1: Up to 2 mtgs./yr. starting between 6:30 a.m. and 3:30 p.m. on Mon. – Thurs.
\$500.00 monthly

ATTACHMENT "B"

Records Storage (Boxes) - Monthly up to 5 boxes. If no boxes, no fee.	\$ 10.00
CC Usage - Manager is entitled to keep and use any points earned on CC Purchases on behalf of Association.	Variable
Statements - Incl. 1 st class postage	\$ 2.00
Checks Written - Incl. 1 st class postage	\$ 1.05
Bank Rec's done – per account	\$ 15.00
Monthly Reports-file copies	\$ 0.25
Copies/Envelope	\$ 0.25
Postage - Per item mailed	Cost plus \$0.18
DORA or SOS Registration - Z&R online CC charge required then reimb.	Cost plus \$15.00
Annual Coupons	\$ 18.00
Large Envelope	\$ 0.50
News/Letters	\$ 0.82
Parking Stickers	\$ 3.00
Meeting Minutes	\$ 100.00
Photos - If printed – Digital no cost	\$ 2.00
Annual Notice - Per item mailed	Cost plus \$3.00
Notary	\$ 5.00
EFT Setup – 1 Time Charge	\$ n/a
1099's Printed	\$ 15.00
Certified RRR Mail - Per item	Cost plus \$5.00
Quarterly/Annual Statements	\$ 2.75
Post Cards - Incl. 1 st Class postage	\$ 0.58