

ASSOCIATION MANAGEMENT CONTRACT

This agreement is made and entered into this 18th day of July by and between Aloha Rentals, HOA North Carolina corporation (hereinafter "Manager") and Kensington Village Homeowners Association of Fayetteville Inc., a North Carolina nonprofit corporation (hereinafter "Association"). Association is comprised of the owners of lots/units located in Kensington Village (the "Community"). The common area or common elements of the Community consist of the following: entrance landscaping, signage, Wetlands Park, lighting and guardhouse. Association desires to retain the services of Manager to manage the administration, finances, and/or property of the Association and to establish the level of services that the Manager shall provide and the compensation for such services.

1. **Appointment of Manager.** Association hereby engages the services of Manager as the exclusive manager of the Association to perform the functions and duties that this agreement shall provide.. Manager does hereby accept such engagement.
2. **Services by the Manager.**
   a. **Administrative Services**
      i. **General Administration**: Manager will provide general administrative and community service management to the Association. Manager will supervise the Association to insure proper operational management and maintenance, and to promote a meaningful Board/resident/Manager relationship.
      ii. **General Meeting**: Manager shall organize the annual meeting of the Association, including the preparation and delivery of the meeting notice, the proposed budget and the preparation of proxy forms. Manager will prepare the agenda for the meeting and will assist in overseeing the election of any new directors.
      iii. **Assist with Communications**: Manager shall assist the Association with its special notices, questionnaires, etc. Manager shall assist in resolving individual owner's problem as they pertain to the Association, common area/elements and governing rules and regulations.
      iv. **Maintain Association Files**: Manager shall collect, organize and maintain complete files for the Association of all legal documents, owners' lists, correspondence, house rules, etc.
   b. **Property and Physical Administration**
      i. Service Contracting: Manager shall solicit, analyze and compare bids and negotiate contracts for execution by the Board for the services of contractors for any requisite grounds maintenance, landscaping, lighting, security services, audit and legal services and all other services required by the Association. Manager shall review the service contractor's performance and recommend changes based upon experience to provide greater efficiency and lower maintenance effort or cost.
      ii. Insurance: Manager shall obtain and keep in force such insurance upon the common area/elements as required or directed by the Association (at Association's expense).
   c. **Financial Administration**
      i. Annual Budget: Manager shall prepare an annual cash flow budget for the Association, detailed to reflect expected operations for each month during the twelve-month period. The budget will be established to illustrate expected, recurring receipts and disbursements. It will also be used for comparisons of actual

monthly income with expenditures. Manager shall analyze and compare operating receipts and disbursements against the approved budged and make corrective recommendations as needed.

ii. Year-End Statements: Manager shall prepare a Year-End Statement of the operations for the Association. Manager shall assist the accountant, selected by the Board, to perform an audit, prepare forms, pay taxes and file local, state and federal reports as required.

iii. Collect Assessments: Manager shall collect all assessments monthly, quarterly or annually as directed by the Board. All assessment payments shall be deposited directly into Manager's Escrow Account. Manager will keep accounting records to reflect the status of each owner's assessment payments and other account activity, notices, delinquency letters, and/or telephone calls. In the event of failure to collect delinquent accounts, and at the discretion of the Board, Manager shall pursue payment through the Association's attorney (at the expense of the Association).

d. **Compensation** – The total compensation to which Manager shall be entitled during the term of this Agreement shall consist of the following fees: $750.00 per month. Additionally, Manager shall be reimbursed for all postage, copies, and other Association expenses.

e. **Term and Termination** – The commencement date of this Agreement shall be the 20th day of January, 2015 which date shall constitute the time that the Manager will be required to begin performance of its duties hereunder. This Agreement shall remain in effect until for a period of (1) year, but may be terminated at any time by either party upon sixty (60) days prior written notice to the other party. After the initial term, the term shall automatically renew for one-year periods unless and until either party gives notice to the other of its election to terminate.. Upon termination, Manager shall provide to Association copies of all Association records, bank statements, tax returns retained by Manager, financial records not previously provided to the Association, and all accounting and legal record of the Association, including general ledger, accounts payable information, monthly assessment records, contracts and other documents to which the Association is a party. Any funds belonging to the Association shall be returned shall be returned to the Association.

f. **Notice** – Notice which either party desires to give or is required to give to the other under this Agreement shall be given in writing and mailed to:

i. For the Association: Kensington Village Homeowners Association, PO Box 364, Hope Mills, NC 28348

ii. For the Manager: 3212 Lillian Pl., Fayetteville, NC 28306

g. **Indemnification** – Manager shall not be liable for any loss or damage not caused by its own negligence or its breach of this Agreement. Association will indemnify Manager against and hold it harmless from: Any liability, damages, costs and expenses, including attorney fees, sustained or incurred from any injury to any person or property in, about or in connection with the Community or its property from any cause whatsoever.

Aloha Rentals, Inc.

By: _____
Juanita Richard
Date: 7/18/24

Kensington Village Homeowners Association of Fayetteville, Inc.

By: _____
Alethia Weston
Date: 7/18/24