



job 11.20.23 2024 approval: \$1230.85\month
job 11.4.24 2025 approval: \$1230.85\month
job 11.20.25 2026 approval: \$1266.90\month

Association Management Agreement

This Association Management Agreement (the "Agreement") is made and entered into by and between **PMI SCIOTO METRO** (hereinafter, "PMI") and the Board of Directors (hereinafter the "Board") of **THE MELROSE HOMEOWNERS ASSOCIATION OF PICKERINGTON, INC.** (hereinafter the "Association"), not individually but on behalf of all of the owners from time to time in units in the Association and on behalf of the Association which is organized, or is to be organized, pursuant to the statutes of Ohio;

RECITALS:

WHEREAS, under the provisions of the Declarations; Bylaws; Covenants, Conditions and Restrictions and all other governing documents of the Association, the Board has the authority to manage, operate, and administer the Association.

WHEREAS, the Board, on behalf of the Association, is authorized, and desires, to contract PMI to manage the Association, and PMI desires to be contracted to manage the Association, pursuant to the terms of this Agreement.

AGREEMENT:

1. **Term.** The Board hereby employs PMI exclusively to manage the Association for a period of **one (1)** year (the "Initial Term"), beginning **January 1, 2023**, and thereafter automatically renewed for yearly periods (each a "Renewal Period"), unless canceled by either Party according to section 9 or 10 of this Agreement.
2. **Property Management Obligations.** PMI shall manage the Association pursuant to the terms of this Agreement. PMI shall perform the services listed on **Exhibits A, B, C, D, & E**, which are attached hereto and made part of this Agreement, in the name and on behalf of the Association, and the Board hereby gives PMI the authority and powers required to perform such services.
3. **Fees.** PMI shall be paid as outlined below:
 - 3.1. **Management Fees.** The Board shall pay PMI a management fee equal to **\$1,195.00** per month. The management fee shall be paid monthly in advance. Hard costs for the mailing of newsletters, checks, notices to owners etc. shall be billed back to the Association by PMI as indicated in Exhibit A, and the Association shall reimburse PMI for such hard costs within thirty (30) days after receipt of an invoice thereafter. In addition, PMI shall receive a one-time start-up fee of **\$995.00** as compensation for managing the transition process from the previous management company and system setup.



DS
 JB DS
 DR

**Property
Management** INC.

PMI may annually increase the management fee listed above by an amount not to exceed 3% of the then-current management fee; provided that PMI gives 30-day notice of such increase to the Board prior to the auto renewal date. The fee increase will take effect on the 1st day of the then-current contract year.

- 3.2. **Title Requests.** PMI will create and disseminate closing letters on the Association's behalf according to the financial records that are kept by PMI pursuant to the terms of this Agreement. PMI will charge a fee that PMI deems reasonable (in PMI's sole discretion) for these letters, such fee to be paid by the seller or buyer of the respective property, and such fee to be retained by PMI. No such fee will be passed on to the Association at any time (it being understood and agreed that, while PMI will have the information to respond to such closing letter requests on behalf of the Association, the responsibility to respond is not part of the services offered and paid for as part of this Agreement). PMI will disclose the amount of the fee to the Board upon request.
- 3.3. **Software Fees.** PMI will use software to manage the Association. The software includes fully integrated systems for Accounting, Compliance, Vendor Management, and online access through a website. The website provides online access to both owners and board members to make online payments, review financial reports, access governing documents, view the calendar, and maintain a resident directory for the community. The cost of the software will be included in the management fee.
- 3.4. **Fining, Collections, & NSF Fees.** In the event that fines are assessed on an owner for violations of the governing documents, PMI may add a \$10.00 administration fee for handling the fining process and be charged to the owner. In the event that an owner has a past due balance, PMI may add a \$10.00 administration fee monthly for handling the collections process and charge these fees to the owner until the balance is settled. In the event that an owner is sent to the Association attorney for collections of past due accounts a \$100.00 one-time collections administration fee will be charged to the owner. Any owner that has an NSF return of a payment will be assessed a \$10.00 NSF fee by PMI in addition to any NSF fees they have to reimburse to the Association. These fees will be assessed on the owner accounts and collected from the Association by PMI when the owner makes their payments to the Association or upon termination of this Agreement.
- 3.5. **Additional Expenses.** PMI will be reimbursed for additional services expenses as detailed in **Exhibits A, B, C, D, & E** attached hereto and made a part hereof.
4. **Property Manager.** One of PMI's employees shall be designated as Property Manager for the Association. The Property Manager or other representative of PMI shall attend the required meetings of the Board as outlined in Exhibit A. The Property Manager or other representative of PMI shall, upon not less than 72 hours' notice, attend additional meetings of the Board or the owners as requested. The Property Manager shall be custodian of the official records of the Board and the Association, if so desired by the Board.

**Property
Management** INC.

DS DS
JB DR

**Property
Management** INC.

5. **Liaison.** The Board shall designate a single individual who shall be authorized to deal with PMI on any matter relating to the management of the Association. In the absence of any individual designated by the Board, the President of the Board shall have this authority. PMI will serve as a liaison between the Board and the Association's designated attorney regarding legal matters. Notwithstanding the general categorization of PMI as an independent contractor, for purposes of any type of communication with the Association's legal counsel, PMI is deemed the functional equivalent of an employee and the attorney-client privilege between the Association and its legal counsel extends to PMI.
6. **Structural Limitations.** PMI shall have no authority to make any structural changes in the Association or to make any other major alterations or additions in or to any building or equipment therein, except such emergency repairs as may be required (in PMI's reasonable opinion) because of danger to life, property or which are immediately necessary for the preservation and safety of the Association or the safety of an owner and occupants or as required to avoid the suspension of any necessary service to the Association.
7. **Compliance.** The Board represents that to the best of its knowledge, to PMI that the Association is in compliance with City, County, State, Federal, or any public agency ordinances, laws, rules, or regulations, and agrees to indemnify, defend and hold PMI harmless of and from all loss, cost, expenses, and liability which may be imposed on them, or any of them, by reason of any present or future violation or alleged violation of such laws, ordinances, rules or regulations, unless such violations result from PMI's actions as provided in Section 8.1. Such indemnification shall survive the expiration or earlier termination of this Agreement.
8. **Indemnification.** The Association shall:
 - 8.1. Indemnify, defend, and hold PMI harmless from and against all manner of loss, damage and liability (including court costs and attorney's fees) arising from any claim made against PMI or loss incurred by PMI as a result of or in any way arising from, relating to, or connected with PMI's obligations identified within this Agreement (unless, in either case, PMI is finally adjudicated to (a) have personally and not in a representative capacity violated constitutional provisions, statutes, ordinances, laws, or regulations and such violations directly caused any such loss, damage or liability, or (b) have directly caused such loss, damage or liability through PMI's gross negligence or willful misconduct), or as otherwise directed by the Board.
 - 8.2. Carry at its own expense public liability, directors and officers, and workers' compensation insurance naming the Association and PMI as insureds thereunder. The Board shall furnish to PMI certificates evidencing the existence of such insurance in the following amounts:
 - (a) Comprehensive general liability coverage with limits of no less than \$1,000,000.00, and \$2,000,000.00 in the aggregate;
 - (b) Umbrella or excess liability insurance with limits of no less than \$1,000,000.00 per occurrence and in the aggregate;

**Property
Management** INC.

DS JB	DS DR
----------	----------

**Property
Management** INC.

- (c) Directors and officers insurance with limits of no less than \$1,000,000.00 per occurrence and in the aggregate;
- (d) Fire and extended coverage for all Association Property; and
- (e) Coverage for all claims related to the integrity of Association's funds, commonly referred to as employee dishonesty insurance or fidelity bonding, on all persons who control or disburse Association funds. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or Agent at any one time, plus the equivalent of three months' operating funds against theft, embezzlement, misappropriation, or any other unauthorized taking or loss of Association funds. As used in this paragraph, the term "persons who control or disburse Association funds" refers to any individual with authority or access to sign checks, conduct electronic transfers, or otherwise withdraw funds from any Association account or deposit, including, but not limited to, the Agent's principals and employees, and the president, secretary, and treasurer of the Association.

9. PMI Cancellation.

- 9.1. In the event it is alleged or charged that the Association or Board fails to comply with, or is in violation of, any: constitutional provision; statute; ordinance; law; regulation of any governmental body; or any order or ruling of any public authority or official, and PMI, in its sole and absolute discretion, considers that such action or position of the Association or Board may result in damage or liability to PMI, then PMI shall have the right to cancel this Agreement at any time by thirty (30) days written notice to the Board. Such cancellation shall not release the indemnities of the Board set forth in this Agreement and shall not terminate any liability or obligation of the Board to PMI for any payment, reimbursement, or other sum of money then due and payable to PMI hereunder.
- 9.2. In addition, this Agreement may be canceled by PMI before the termination date specified in Section 1 above on not less than ninety (90) days prior written notice to the Association. In the event of such termination, PMI agrees to assist the Board in a commercially reasonable manner in the transition from PMI to PMI's successor as manager of the Association. Such cancellation shall not release the indemnities of the Board set forth in this Agreement and shall not terminate any liability or obligation of the Board to PMI for any payment, reimbursement, or other sum of money then due and payable to PMI hereunder.

After receipt of notice of termination, and except as otherwise directed by the Board, PMI will not place any further work order of subcontractors for materials or services. Association and PMI will set a date and time for a meeting to take place in the PMI's principal office on or before the last day of the term of the Agreement for the purpose of surrendering to the Association all requested records, all funds and deposit accounts, and to execute any agreement and releases related to the conclusion of the Agreement. PMI will provide the Association and new management company, if any, with an itemized breakdown of all account balances back to a zero balance.

**Property
Management** INC.

DS
JB DS
DR



10. **Board Cancellation.** This Agreement may be canceled at any time and for any reason by the Board before the termination date specified in Section 1 above on not less than sixty (60) days prior written notice to PMI, provided such notice is accompanied by payment to PMI or authorization to pay PMI the remaining management fees through the termination date. Such cancellation shall not release the indemnities of the Board set forth in this Agreement and shall not terminate any liability or obligation of the Board to PMI for any payment, reimbursement, or other sum of money then due and payable to PMI hereunder.
11. **Notice.** Any notice required or permitted to be served hereunder may be served by registered mail, certified mail or hand-delivery as follows:
 - 11.1. If notice is being served on PMI:

PMI SCIOTO METRO
1201 Dublin Rd, Suite 607
Columbus, OH 43215
 - 11.2. If notice is being served on the Board, then service is to the President of the Board at his or her home address. Either Party may change the address for notice by written notice to the other Party. Notice served by mail shall be deemed to have been served when deposited in the mail.
12. **Successors and Assigns.** This Agreement shall be binding upon and insure to the benefit of the successors and assigns of PMI and the administrators, successors, and assigns of the Board.
13. **Costs and Attorney Fees.** Notwithstanding anything to the contrary provided herein, should legal action be necessary to enforce, construe, cancel, terminate, rescind or recover for the breach of the provisions of this Agreement, the prevailing Party shall be entitled to recover all costs of suit, including reasonable attorneys' fees actually incurred therein and herewith.
14. **Construction.** In construing this Agreement, and in determining the rights of the Parties hereto, no Party shall be deemed to have solely drafted or created the Agreement.
15. **Entire Agreement.** The Parties agree that this Agreement constitutes the entire agreement of the Parties hereto with respect to its subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the Parties relating to the subject matter of this Agreement which are not fully expressed herein. This Agreement is intended to replace, supplant, supersede and/or merge all prior oral and/or written agreements, negotiations and/or understandings and this Agreement represents the entire Agreement between the Parties.



DS DS
JB DR



16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and each of the Parties hereto consenting the exclusive personal jurisdiction of the courts of Ohio as if they were personally present in such State.
17. **Execution by Counterpart.** This Agreement may be executed in counterparts and shall be deemed fully executed by the Parties when counterparts hereof have been signed by each of them whether or not signatures of the Parties appear on the original or any one copy of this Agreement.
18. **Electronic and Photocopies of Documents.** Electronic transmission of any signed original document and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. Photocopies of any of the foregoing shall also be the same as delivery of an original.
19. **Severability.** The provisions of this Agreement shall, where possible, be interpreted in a manner to sustain their legality and enforceability; any such portion not enforceable shall not affect the remaining terms of this Agreement.
20. **Modification.** This Agreement may not be modified or waived other than in writing signed by all of the Parties bound hereto.
21. **Representation.** The Parties hereby expressly state that each has been counseled that it is desirable to obtain independent counsel regarding the terms of this Agreement and has had the opportunity to be represented by competent counsel, that each has read the foregoing Agreement, knows and understands its contents, has discussed the contents with counsel or has independently determined not to discuss the matter with counsel, and agrees to be bound by its terms.
22. **Headings.** The various headings used in this Agreement are for convenience only and shall not be used in interpreting the text of the section or paragraph in which they appear.
23. **Authority.** Each of the undersigned represents and warrants that he or she has proper authority to enter into this Agreement and to bind such Parties and entities as indicated in this Agreement and that the undersigned is not under any contract or agreement that prohibits entering into this Agreement. All agreements for payment and performance on the part of any signatory for the Association are arrangements to pay and perform out of funds of the Association. No signatory for the Association assumes, nor will they be under, any personal liability or obligation by reason of this Agreement.
24. **Non-liability.** Notwithstanding anything herein to the contrary or as otherwise provided by law, PMI (including its officers, directors, shareholders, employees, agents, and affiliates) shall not be liable to the Association (including the Board and/or any owner) for any action or inaction on the part of PMI during the course of PMI's engagement hereunder so long as the person against whom liability is asserted acted in good faith on behalf of the Association and



DS DS
JB DR



**Property
Management** INC.

in a manner reasonably believed by such person to be within the scope of his or her authority under this Agreement and in the best interests of the Association (including the Board and the owners), unless such course of conduct involves gross negligence or willful misconduct.

25. **Additional Representation.** To the extent permitted by applicable law and brokerage regulations and guidelines, PMI reserves the right to also represent owners, tenants, buyers or sellers in real estate transactions in the community managed by the Association, however, PMI must disclose said representation to the Board.

IN WITNESS WHEREOF, the Parties hereto have affixed their respective signatures this day of 11/11/2022.

BOARD: DocuSigned by:
Jackson Brandel
4AF442B792DC406...

PMI: DocuSigned by:
Adrian Birchler
E14A439B07414E4...

By its: PRESIDENT

By its: PRINCIPAL

JACKSON BRANDEL

ADRIAN BIRCHLER

Printed Name

Printed Name

BOARD: DocuSigned by:
Deanna Roth
ED0A853EBF5489...

By its: VICE PRESIDENT

DEANNA ROTH

Printed Name



**Property
Management** INC.



Exhibit A

Property Management Services

ASSOCIATION NAME: THE MELROSE HOMEOWNERS ASSOCIATION OF PICKERINGTON, INC.

PROPERTY MANAGEMENT OBLIGATIONS

1. Vendors. On the basis of the Budget, job standards, or wage rates previously approved by the Board, PMI shall hire, pay, and/or negotiate vendor or contractor agreements, and if necessary, supervise and discharge vendors, contractors, and other personnel required to maintain and operate the Association properly. All such personnel shall be vendors or contractors of the Association. All reasonable expenses payable on account of such shall be reimbursable expenses of the Association. Notwithstanding anything contained in this Exhibit A to the contrary, the Board shall have the right to negotiate and enter into contracts with contractors and vendors on its own and may reject any contract proposed by PMI. Major maintenance and repair projects (projects exceeding \$2500.00 in cost) shall be considered projects and project management fees shall apply and be billed at the hourly rate outlined in Exhibit A.
2. Services and Equipment. Subject to the direction of the Board, PMI shall negotiate and execute on behalf of the Board contracts for water, electricity, gas, telephone, and such other services for the common elements of the Association as may be necessary or advisable (in PMI's reasonable opinion). Requests for Proposal (RFPs) for any given project or service will be billed at the hourly rate listed in Exhibit A. Up to three (3) bids for any given project or service are included in the management fee and work for additional bids will be billed at the hourly rate listed in Exhibit A. PMI also shall purchase on behalf of the Board and with the Board's prior approval as provided below, such equipment, tools, appliances, materials, and supplies as are necessary (in PMI's reasonable opinion) for the proper operation and maintenance of the Association. All such purchases and contracts shall be in the name and at the expense of the Association. Any such purchases in an amount greater than \$1000.00 (the "Approved Amount") shall be approved by the Board in advance, it being understood and agreed that any such purchases which total less than the Approved Amount or which are part of the regular contracted vendor services shall not require the prior approval of the Board.
3. Common Expenses. PMI shall pay from the funds of the Board and/or Association all expenses incurred by the Board and/or Association relating to the operation of the common elements of the Association. The Association shall deliver to PMI all invoices received by the Association from vendors of the Association on, at a minimum, a bi-weekly basis. Unless otherwise notified, in writing, all such invoices shall be presumed to be valid, and payment therefore shall be deemed as authorized by the Association and/or the Board. All invoices received directly by PMI shall be paid in accordance with the terms thereof with a copy of same being submitted to the Treasurer of the Board on a monthly basis. PMI shall bear no responsibility for any late payment charge or penalty due a vendor unless such late payment charge or penalty is the result of PMI, solely, failing to pay such vendor in a timely manner.
4. Insurance. PMI shall maintain appropriate records of all insurance coverage carried by the Board and/or Association. PMI shall cooperate with the Board in investigating and reporting all





accidents or claims for damage relating to the operation of the common elements of the Association including any damage or destruction to them. Site visits required to support such investigations would be charged at the hourly rate outlined in Exhibit A if the Board approves such visits.

5. Expenditures. PMI may, on behalf of the Board and without prior consent, expend any amount or incur a contractual obligation in any amount required (in PMI's reasonable opinion) to deal with emergency conditions which may involve danger of life or property, may threaten the safety of the Association or the occupants, or may threaten suspension of any necessary service to the Association. PMI must notify the Board as soon as is practically possible of any such condition and the corresponding expense.
6. Maintenance and Repairs. Notwithstanding any other provision of this Agreement to the contrary, PMI has no authority or responsibility for maintenance of or repairs to non-common elements in the Association.
7. Site Visits. PMI shall partake in up to 4 site visits during business hours and not to exceed ninety (90) minutes in length, as requested by the Board. Additional site visits or time greater than the allotted ninety (90) minutes per visit shall be billed at the hourly rate outlined in Exhibit A.
8. Collections. All monies collected by PMI on behalf of the Board shall be deposited in an account in a state or national bank where deposits are insured by the FDIC separate and apart from PMI's own funds or any other entity. PMI shall have the authority to draw on such account(s) for payments to be made to discharge all Association liabilities or obligations incurred during the term hereof. Additionally, PMI is hereby authorized to draw on a monthly basis, from the Association's account, all amounts due PMI pursuant to the terms hereof.

SERVICE FEES

Service Description

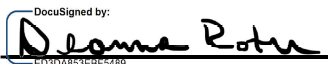
- All services outlined above are included in the monthly management fee.
- Regular paper mailings to owners
- Hourly rate for additional services, including but not limited to:
 - Additional Hours
 - Additional Site Visits
 - Requests for Proposal (RFPs)
 - Project Management (>\$2500)

Price

- See pricing description in section 3 of the Agreement.
- At Cost of paper products, postage, & printing
- \$75.00 per hour, one hour minimum, billed in half hour increments and each part thereof including all travel time

Board Representative Signature  _____

Date 11/17/2022

Board Representative Signature  _____

Date 11/18/2022

Manager Signature  _____

Date 11/18/2022





Exhibit B

Compliance Management Services

ASSOCIATION NAME: THE MELROSE HOMEOWNERS ASSOCIATION OF PICKERINGTON, INC.

SERVICES INCLUDED IN THE COMPLIANCE MANAGEMENT PROGRAM

1. Work with attorneys or the Board to assist in the enforcement of covenants against an owner and other legal issues. Litigation support/research is covered under hourly fees;
2. Conduct inspections of the property for compliance with CC&R's based upon readily visible violations from Common Area streets, driveways, and sidewalks as outlined in the Agreement and Additional Service Fees, Service Description below.
3. Prepare and send out letters to owners notifying same of their violation of the Association's covenants, conditions and restrictions ("CC&R") as requested by the Association based on inspections done by PMI or the Board. Due to automation used for the printing and mailing, multiple violation letters to the same house will not be bundled and will mail separately;
4. Maintain accurate records of all CC&R violations;
5. Assess fines to owners who are in violation of the Association CC&R pursuant to the Association's policies and guidelines;
6. Accept telephone calls and emails from members regarding compliance issues and timely respond to same;
7. Work with County officials (Enforcement agencies: law and code) when needed to assist with enforcement;
8. Maintain all Architectural Review Committee Forms;
9. Such other reasonable services as PMI and Association shall, from time to time, mutually agree in writing.

ADDITIONAL SERVICE FEES

Service Description

- **12** Inspections per year

Price

- Included in monthly management fee

Board Representative Signature  _____
DocuSigned by: Jackson Brandel 4AF442B792D6406...

Date 11/17/2022

Board Representative Signature  _____
DocuSigned by: Deanna Rott ED3DAB53EBF5489...

Date 11/18/2022

Manager Signature  _____
DocuSigned by: Adrian Bischoff E14A439B07414E4...

Date 11/18/2022





Exhibit C

Financial Management Services

ASSOCIATION NAME: THE MELROSE HOMEOWNERS ASSOCIATION OF PICKERINGTON, INC.

SERVICES INCLUDED IN THE FINANCIAL MANAGEMENT PROGRAM

1. Prepare annual operating budget on behalf of the Association with Board input;
2. Provide the Board with monthly financial reports including bank reconciliation as well as income and expense statements showing all transactions occurring since the last monthly income and expense statement. Provide copies to the Board on a monthly basis;
3. Collect Association fees and assessments;
4. Manage the filing of the Association's annual registration with the Ohio Secretary of State;
5. Assist the Association's accountant with the filing of all state and federal income tax return; however, such assistance shall be limited to providing information which is reasonably and timely requested by the accountant and in the possession of PMI;
6. Work with attorneys or the Board to assist in the collection of any delinquent Association fees assessed against an owner and other legal issues. Litigation support/research is covered under hourly fees;
7. Maintain accurate records regarding Association financial transactions;
8. Establish and maintain FDIC insured bank accounts on behalf of the Association (PMI shall have signatory authority on accounts);
9. Maintain a permanent invoice file. Receive and verify the accuracy of all Association invoices and timely remit payment to vendors performing services on behalf of or for the benefit of the Association;
10. Interact with and provide Association's auditors with access to Association records maintained by PMI;
11. Maintain a list of all the owners under the authority of the Association, including current addresses and changes submitted by the Board and/or owners;
12. Assess fines to owners who are in violation of the Association CC&R pursuant to the Association's policies and guidelines as directed by the Board;
13. Accept telephone calls and emails from Association members regarding financial matters and timely respond to same;
14. Unless otherwise directed by the Board in writing, cause the common elements of the Association to be maintained according to appropriate standards of maintenance consistent with the character of the Association (in PMI's reasonable opinion);





15. Attend 1 annual meeting and 12 Board Meeting(s) annually, to be scheduled Monday-Thursday between 8am & 8pm during the contract period when needed as jointly determined by the Board & PMI. Time spent outside of these hours will be charged at the hourly rate as listed in Exhibit C;
16. Board Meeting(s) shall not exceed ninety (90) minutes in length and time spent in addition to this will be charged at the hourly rate as listed in Exhibit C; and
17. Such other reasonable services as PMI and Association shall, from time to time, mutually agree in writing.

ADDITIONAL SERVICE FEES

Service Description

- Certified, Courier, & Overnight Services
- 1099 Filings
- Appearance in court for lawsuits (including research time), insurance claim handling, additional meetings or site visits beyond this Agreement and/or time spent working on items outside the scope of the Agreement

Price

- At cost
- \$10.00 per vendor requiring a 1099
- \$75.00 per hour, one hour minimum, billed in quarter hour increments and each part thereof including all travel time and any other court appearance after this Agreement is terminated

Board Representative Signature

DocuSigned by:
Jackson Brandel
4AF442B792D6406...

Date 11/17/2022

Board Representative Signature

DocuSigned by:
Deanna Rott
ED3DA853EBF5489...

Date 11/18/2022

Manager Signature

DocuSigned by:
Adrian Birchler
E14A439B07414E4...

Date 11/18/2022





Exhibit D

Collections Management Services

ASSOCIATION NAME: THE MELROSE HOMEOWNERS ASSOCIATION OF PICKERINGTON, INC.

SERVICES INCLUDED IN THE COLLECTIONS MANAGEMENT SERVICES

1. Agent shall collect (and give receipts due to the Association for, if necessary) all monthly, quarterly, semi-annual, or annual assessments and other monies that are due the Association with respect to the Property and for all rental and other payments from concessionaires, if any. All payments received by the Agent will be applied in accordance with the Association Documents and State Statutes. Agent shall have no responsibility to collect delinquent assessments or other charges except to send courtesy notices of delinquency. However, Agent is hereby granted the limited authority to retain and engage a third-party collection agency, on behalf of the Association, to assist with the collection of delinquent assessments, as deemed necessary by Agent in order to maintain the financial health and well-being of the Property, so long as such engagement does not otherwise transfer, encumber, hypothecate, or sacrifice the Association's entitlement to its budgeted Assessments. By virtue of such engagement, Agent is hereby authorized to transfer, assign and/or pledge the Association's right to retain applicable interest and late fees.

ADDITIONAL SERVICE FEES

Service Description

- Administrative Fee
- Collections Agency

Price

- \$100 (charged to owner)
- At Cost. Charged to owner and collected from Association if collected from owner.

Board Representative Signature	DocuSigned by: <u>Jackson Brandel</u> 4AF442B792D6406...	Date <u>11/17/2022</u>
Board Representative Signature	DocuSigned by: <u>Deanna Rotu</u> ED3DA853EBF5489...	Date <u>11/18/2022</u>
Manager Signature	DocuSigned by: <u>Adrian Bischof</u> ET4A439B07A14E4...	Date <u>11/18/2022</u>





Exhibit E

Leasing Management Program

ASSOCIATION NAME: THE MELROSE HOMEOWNERS ASSOCIATION OF PICKERINGTON, INC.

SERVICES INCLUDED IN THE LEASING MANAGEMENT PROGRAM

1. Annual review of all units via the tax assessor database to search for "hidden" leasing situations
2. Creation and upkeep of a list of all units/owners approved for leasing;
3. Creation and upkeep of a leasing waiting list for owners requesting to lease their units;
4. Creation and upkeep of a list of tenants' names and contact information;
5. Inclusion of tenants in the Association website with "renter" level access;
6. Inclusion of tenants in the violation system including sending notices to them when needed;
7. Regular monitoring of the approved leases to ensure the proper actions take place at the leasing expiration and renewal dates;
8. The creation of quarterly reports for the Board outlining the current status of the leasing program for your community;
9. Ensure that the leasing cap status is communicated to all sellers and closing attorneys when units are up for resale;
10. Coordinate with the Association attorney as needed for enforcement of the leasing provisions;
11. Assess and collect costs for this program from the leased units by the authority of the Specific Assessment clause in the CC&R; &
12. Assess the costs of this program annually on January 1st and prorate assessments from the date the Exhibit is signed through December 31st of the same year for the first annual assessment.

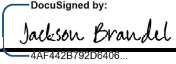
SERVICE FEES

Service Description

- Annual Cost

Price

- \$150 per leased unit

Board Representative Signature  Date 11/17/2022

Board Representative Signature  Date 11/18/2022

Manager Signature  Date 11/18/2022





Exhibit A
Charges for Periodic Services

Fees effective 01/01/2026

Item	Charge
Maintenance Services	Charges for Maintenance
Hourly Rate	\$75.00 per hour; \$100.00 minimum
After Hours	Hourly Rate plus 50%
Materials & Supplies	Cost plus 20%
Association	Charges collected from Association
Hourly Rate	\$100.00 per hour; half-hour minimum
After Hours (Outside of Mon-Fri, 9:00 AM to 5:00 PM business hours)	Hourly Rate plus 50%
Mailing Services (Paper products, postage, printing, etc.)	Cost plus 10%
Printing Services (Paper, ink, etc.)	\$0.20 per page (b&w); \$0.50 per page (color)
Transaction Costs (Processing, printing, mailing, etc.)	\$1.50 per transaction
Non-Partner Bank Administration	\$50.00 per month per account
Data & Records Storage	\$5.00 per month plus \$5.00 per month per box
Water Submetering Administration (Read & Bill)	\$1.00 per unit per month
1099 Processing	\$15.00 per 1099
Contract Bidding	\$150.00 per contract (includes 3 bids)
Project & Insurance Claim Coordination	3% of total invoice(s) or as agreed in writing
Meeting Minute Preparation	\$100.00 per set of minutes
Federal, State, Local Filings	\$100.00 per filing plus cost of filing
Special Assessment Administration	\$100.00 plus \$1.00 per unit per number of billing(s)
Amendment Ballot Administration	\$100.00 plus \$1.00 per unit per year
Other Services (at Board request): Additional hours for meetings, inspections, site visits; access management, parking admin, lease management, address audit, audit admin, legal admin; other services as agreed	Hourly rate or as agreed in writing
Owner	Charges collected from Owner
Delinquent Fees	50% of delinquent fees; billed upon collection
Delinquency Handling	\$10.00 per delinquent letter; billed upon collection
Bank Returns	\$30.00 per return; billed upon collection
Collections Filing	\$100.00 per filing; billed upon collection
Account Transfer	\$150.00 per transfer; collected directly

Additional services are provided as may become available at the prevailing rate or as mandated by law. All fees listed on this Exhibit A are subject to change annually with prior notice via email to the Board President or the Liaison.