



This Real Estate Management Agreement (“**Agreement**”) is made as of this 3rd day of November, 2022, by and between Signal Hill Neighborhood Association, Inc. (hereinafter referred to as the “**Association**”) and TIDEWATER PROPERTY MANAGEMENT, INC. (hereinafter referred to as the “**Management Company**”). The Association and Management Company are collectively referred to herein as the “**Parties**”.

RECITAL

The Association consists of a tract of land and/or commercial and/or residential buildings (hereinafter collectively referred to as the “**Project**”) located in Howard County, MD.

The Management Company is in the business of managing properties similar to the Project. The Association desires to utilize the services of the Management Company to manage, operate, and maintain the Project's financials, and the Parties desire to enter into this Agreement, with Management Company acting as an independent contractor of the Association, for the management, operation, and maintenance of the Project.

NOW, THEREFORE, in consideration of mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the foregoing Recital, which shall be deemed to be a substantive part of this Agreement, the Parties do hereby covenant, agree, represent, and warrant as follows:

- I. **Retention of Services of Management Company.** The Association hereby retains the services of the Management Company as the Association's exclusive representative to manage, operate, and maintain the Project and to provide such services upon the terms and conditions hereinafter set forth.
- II. **Term.** The term of this Agreement shall commence on the 1st day of January, 2022 (the “**Effective Date**”), and shall continue for a period of one (1) year (the “**Initial Term**”) subject to the renewal and termination provisions set forth herein. Each subsequent one-year renewal period (the “**Renewal Period**”) following the Initial Term (as set forth in Paragraph VII. of this Agreement) shall commence on the anniversary of the Effective Date (the “**Anniversary Date**”).
- III. **Acceptance of Agreement and Services to be Provided.** The Association hereby appoints the Management Company as its agent and the Management Company hereby accepts said appointment. The Management Company, as an agent, is an independent contractor and agrees to perform or cause to be performed all services necessary for the management, operation, and maintenance of the Project as set forth in this Paragraph III. Further, the Association agrees to provide all the documents and information set forth in this Paragraph III. The Management Company shall have the right, but not the obligation, to register with the Maryland State Department of Assessments and Taxation as Association's resident agent and/or to update the principal office of the Association to Management Company's address, to the extent the Management Company deems any of the foregoing changes are necessary or desirable, in its sole discretion, and any such changes shall be at the sole cost and expense of the Association.
 - A. **DOCUMENTS AND INFORMATION TO BE PROVIDED BY THE ASSOCIATION.** Association shall provide, to the extent applicable, all Governing Documents (defined below) of the Association, plats, site plans,

insurance certificates, current contracts, current owner files and roster (including names, property addresses, mailing addresses, telephone numbers and emails of all owners and tenants [if such information is known to the Association]), financial records and bank statements, and any and all other documents and information in the Association's possession (or in the possession of an agent or Board member of the Association), necessary for the Management Company to facilitate its performance of the services hereunder, including, without limitation, all documents and information set forth in Paragraph III.C. below.

- B. OWNER ROSTER.** The Management Company shall at all times maintain a current roster of the lot owners with the information provided to the Management Company by the Association from time to time. Such roster shall include information, which the governing body of the Association (hereinafter referred to as the "**Board**") may reasonably request, including, but not limited to, the names and addresses of lot owners and the status of assessments levied against a lot.
- C. RECORD KEEPING.** The Management Company shall retain a complete set of the Association's files and records where available and as provided to the Management Company by the Association upon the terms and conditions hereinafter set forth.
1. Such files and records may include one or more of the following:
 - a. Current Owner Roster
 - b. "**Governing Documents**", including where applicable:
 - Articles of Incorporation
 - Bylaws
 - Declaration of Covenants, Conditions, & Restrictions (the "**Declaration**")
 - Amendments to the Declaration and/or Bylaws
 - Rules and Regulations
 - Policies and Resolutions
 - Architectural Guidelines
 - c. Current Contracts
 - d. Insurance Policies
 - e. Financial Statements
 - f. Plats
 - g. Minute Book
 - h. Corporate Seal
 - i. Agendas
 - j. Property/Equipment Inventory
 - k. Contractor/Vendor List
 - l. Inspection Reports
 - m. Owner Files
 - n. Bill Files

- o. Tax Returns/Audits
- p. Reports and/or correspondence from Association's legal counsel pertaining to collections matters.

2. The parties acknowledge that all such records and files shall be retained by the Management Company during the term of this Agreement in accordance with Addendum A of this Agreement; provided, however, files that are more than two (2) years old may be transferred to a storage facility (at the sole discretion of the Management Company) and retained there. The cost of retention at such storage facility shall be determined at that time by the Management Company, and shall be the sole responsibility of the Association. Notwithstanding anything to the contrary contained herein, the Management Company shall have the right to maintain the Association's records in electronic form. Upon termination of this Agreement, a transfer of files shall be completed in accordance with Paragraph VII.E.
3. The Management Company shall use reasonable efforts to maintain all records and files of the Association in a safe and secure environment. The parties acknowledge, however, that files may be subject to loss or damage for which the Management Company is not responsible.

D. FINANCIAL MANAGEMENT. The Management Company shall assist the Association in matters relating to its financial management including, without limitation, the following:

1. **Receivables.** The Management Company shall make reasonable attempts to collect and, as appropriate, account for all assessments and other charges due to the Association from its members or otherwise from Association operations including all rentals or other income, if any, in accordance with applicable law and/or the Governing Documents. All such payments shall be received and deposited in a bank account titled to the Association at a financial institution selected by the Management Company.
2. **Collections.** The Management Company shall take such action as is reasonable and necessary to collect any current and/or delinquent receivables due to the Association, provided that any such action is in accordance with the Fair Debt Collection Practices Act, other applicable law and with the Association's policy, as provided for by the Governing Documents or by any resolution of the Board, provided that such resolution does not conflict with applicable law and/or the Governing Documents. The Management Company shall assist the Board in reviewing and revising collection policies as appropriate. Collection activity shall include statements, invoices, or coupon books as determined by the Management Company, notices of delinquency, imposition of late fee charges or interest, referral to and coordination with a collection attorney or agency, as well as the imposition of charges relating to the costs of collection such as administrative and filing fees.
3. **Depository Accounts.** All funds of the Association in the control of the Management Company shall be held in non-interest bearing depository accounts, determined by the Management Company, in the name of the Association, and segregated from any other funds of the Management Company or otherwise. At the Board's specific and written direction, the Management Company may deposit

monies in investment accounts in a bank or institution determined by the Association. These may include money market accounts, certificates of deposit, and other interest-bearing accounts. The Management Company shall have no liability or responsibility for the rate of the interest earned, if any, on such funds, nor for any loss resulting from the insolvency of such depository. The Management Company shall have the ability to, on behalf of the Association, open a new bank account, establish banking services, deposit, withdrawal, transfer, write checks, wire money, and/or close a bank account.

4. **Payables.** From the available funds of the Association, the Management Company shall disburse funds for operational, capital, and other budgeted, approved, or emergency expenditures of the Association. The Management Company is authorized to disburse funds for these purposes. Checks in excess of \$3,000.00 shall be counter-signed by two (2) authorized representatives of the Management Company.
5. **Reserve Transfers.** If the Association does not have enough funds in its operating account to cover outstanding bills, the Management Company is authorized to transfer from the Association's reserve funds as soon as possible. Notwithstanding anything in this Paragraph III.D.5., the Management Company will not be held liable for any late fees or interest that may accrue if bills are paid late due to the time it takes to transfer funds, nor shall the Management Company be held liable for any fees or penalties for transferring the reserve funds from their current account(s). The Management Company shall make reasonable attempts to notify the Board of the need to transfer reserve funds, but this may occur before or after the transfer has been initiated/completed.
6. **Bookkeeping and Accounting.** The Management Company shall maintain a modified accrual based bookkeeping system (income accrued, expenses cash) and an accounting system in a manner sufficient to use as a basis for production of reports, audited financial statements, and tax returns prepared according to generally accepted accounting principles (GAAP).
7. **Financial Records.** The Management Company shall maintain complete and accurate books of account (hereinafter referred to as the "**Records**") with entries of all income and expenses received or incurred with respect to the Project during each month during the term of the Agreement and any extension thereof, including all contracts, invoices, receipts, and such other information as may be reasonable or necessary in order to administer and account for the financial affairs of the Association. The Records shall be the property of the Association and shall be at all times open to the inspection of the Association, its members, current lenders, or any of its duly authorized agents or representatives during the Management Company's regularly scheduled business hours, subject to applicable law, Addendum A and Addendum B attached hereto. The Management Company may elect, in its sole determination, to retain the aforementioned Records in electronic form only.
8. **Financial Statements.** The Management Company shall make available for viewing by the designated representative(s) of the Board the following financial reports (hereinafter collectively referred to as

the “**Statements**”) no later than the 15th day of the succeeding month (year-end closings may delay this deadline at times):

- a. Activity Report
- b. Aged Owner Balances
- c. Prepays
- d. General Ledger Trial Balance
- e. Balance Sheet
- f. Income/Expense Statement
- g. Copies of Paid Bills
- h. Cash Disbursement Report

The Statements shall be published to the Management Company’s online portal.

9. **Opening Balances.** The Management Company shall input such financial information as is available to it to establish accurate opening period balances. The Management Company does not warrant the accuracy of any financial information that was developed and/or provided by any other parties, including, without limitation, the Association or a prior managing agent of the Association.
10. **Budget Development.** Except where the Association has adopted a contrary procedure, the Management Company shall submit to the Association a recommended draft operating budget in a timely manner to give the Board adequate time to approve it prior to the start of the next fiscal year in accordance with applicable law and/or the Governing Documents. The Association acknowledges that any proposed budget represents the Management Company’s good faith estimate of the performance of the Association for the year in question, and the Management Company makes no assurances that the performance of the Association will correspond to such estimates. The Management Company shall use all reasonable efforts to operate the Association within the approved budget.
11. **Reserves.** The Management Company shall maintain reserve funds as required or directed by the Association and in accordance with the Governing Documents.
12. **Accountant Cooperation.** The Management Company shall cause to be prepared all tax returns including State and Federal income tax and other instruments, filings, and notices required to be filed with any State or Federal agency and relating to the business of the Association. Tax returns and other related annual filings shall be prepared, at the expense of the Association, by a Certified Public Accountant (CPA), at the direction of the Board. The Management Company shall cooperate with the Association’s CPA or auditor(s) in connection with the preparation of an independent financial statement or audit and in connection with the preparation and filing of any tax returns required to be filed by the Association. In no event will the Management Company be held liable for erroneous information on the tax returns.

- E. RESALE PACKAGES AND PUD QUESTIONNAIRES.** The Management Company shall generate and distribute informational material required by law relating to the conveyance of ownership of a lot, and/or complete questionnaires required by law relating to the refinance or conveyance of ownership of a lot. If an inspection is required, the Management Company will notify and request that the Association perform the inspection of the lot and will include the findings of the Association in the resale certificate. The information will be supplied at the cost set forth in Addendum B of this Agreement, not to exceed that permitted by law, with said cost to be paid by the requesting party prior to the receipt of said requested information. The Management Company is entitled to rely on the information provided by the Association in connection with the preparation of Resale Packages and PUD Questionnaires.
- F. MANAGEMENT COMPANY REPRESENTATIVES.** The Management Company shall designate, at its own discretion, one or more of its employees as the Association's primary contact(s) upon the terms and conditions hereinafter set forth.
1. The Management Company shall assign an individual to serve as the “**Account Manager**” to the Association. The Account Manager shall be the person primarily responsible for the Management Company's performance hereunder and shall be the liaison between the Management Company and the Association. The Association acknowledges the possibility that the Account Manager may change from time to time, and such change will be relayed to the Association within a reasonable time. Association may request a new Account Manager no more often than once each year and the Management Company shall use reasonable efforts to accommodate such request.
 2. The Account Manager shall be assisted and supported by Management Company personnel including, without limitation, the Management Company's senior management, accounting, and administrative teams.
 3. The Association recognizes the importance and value of the Management Company's employees to their business and agrees to refrain from hiring, directly or indirectly, any person(s) who is or was employed by the Management Company during the term of this Agreement and for two (2) years following the termination of this Agreement. If the Association breaches this provision, the Management Company may institute legal proceedings for injunctive relief and/or monetary damages, as well as recovery of all legal fees. This provision shall survive termination of this Agreement.
 4. All of the Management Company's employees are subject to periodic training, education, and certification programs designed to provide such personnel with information respecting new procedures and developments and to reinforce their skills and ability. The Association shall cooperate with the Management Company and periodically excuse the Management Company's employees from responsibilities at the Project so that employees can attend such programs. Programs are scheduled so as to provide for minimum interference and continuity at work.
- G. OBSTRUCTION OF MANAGEMENT COMPANY'S PERFORMANCE.** In the event the Association, or any director, owner and/or resident thereof (for purposes of this Paragraph III.G., the “**Obstructing Party**”),

takes any action which has the effect of prohibiting, obstructing, hindering and/or impeding the Management's Company performance under this Agreement, whether or not it was the intent of such Obstructing Party to have such an effect, such actions shall constitute a basis for default by the Association under this Agreement. For purposes of this Paragraph III.G., actions which may be deemed to have the effect of prohibiting, obstructing, hindering and/or impeding the Management Company's performance include, without limitation, failure to cooperate with or respond (within a reasonable time) to the Management Company, defaming Management Company, and withholding documentation and information deemed by the Management Company, in its sole discretion, to be necessary to its performance of its obligations under this Agreement, including, without limitation, the documents and information set forth in Paragraph III.A. of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Management Company has the right, but not the obligation, to give the Association the right to cure such default. In the event the Management Company elects to give the Association such a right, then Management Company shall follow the requirements of Paragraph VII.C. of this Agreement. Otherwise, the Management Company may, upon ten (10) days written notice, terminate this Agreement (such notice shall constitute a Termination Notice [defined below]). The "Termination Date" for the purposes of this Paragraph III.G. only, shall be ten (10) days from the date of the Termination Notice, and the provisions of Paragraph VII. (except Paragraphs VII.C. and VII.D.) of this Agreement shall apply to such termination. Notwithstanding any contrary provision of this Agreement, the Association shall remain liable for any amount due hereunder to the Management Company until the Termination Date.

IV. Indemnification. The Association acknowledges that the Management Company is acting solely as an agent for the Association and, accordingly, any expenses or liabilities incurred by the Management Company hereunder, whether in its name or that of the Association, shall be the obligation of the Association and not that of the Management Company.

The Association hereby expressly agrees and understands that the Management Company shall not be liable to the Association, its members, or any community visitor for any injury, loss, or damage to person or property, unless caused solely by the Management Company's own gross negligence or willful misconduct. To the fullest extent of the law, the Association, its members, and any owners and/or residents within the Association will and do hereby agree to indemnify, save, defend, and forever hold harmless the Management Company, its affiliated or related entities, partners, officers, directors, agents, servants, and employees from any liabilities, damages, costs, penalties, fines, fees, losses, suits, demands, causes of action, judgments, obligations, claims, and expenses, including but not limited to reasonable attorneys' fees and associated costs (whether pre-trial, at trial, mediation, or at arbitration and/or in connection with any appeals) incurred, sustained, arising out of, or connected with any injury to person or property (the "**Claims**") however caused, or from any matter whatsoever arising from or in connection with the Management Company's performance of services hereunder, except for any such Claims caused solely by Management Company's gross negligence or willful misconduct.

All personal property placed or moved into or onto the Association property or an individual lot will be at the risk of the Association or the owner of the personal property. The Management Company will not be liable to the Association or others for any damage or injury to person or property, real or personal, arising from theft, vandalism, HVAC malfunction, the bursting or leaking of water pipes, the presence of mold, mildew, or any pollutant, and any act or omission of any lot owner or visitor of the Association or of any other person. However, the foregoing will not relieve the Management Company of liability for damage or injury resulting solely from the Management Company's gross negligence or willful misconduct. In no event will the Management Company be liable for consequential damages to the Association, a lot owner or any third-party.

The Management Company, on behalf of the Association and at the Association's sole cost and expense, shall procure contractual fidelity coverage covering three months of assessments and the amount in investments accounts held by the Association up to \$3,000,000 or as otherwise required by applicable law, to cover its obligations arising out of this Paragraph IV.

The Management Company shall not in any way be considered an insurer or guarantor of security within the Project nor held liable for any loss or damage by reason of failure to provide adequate security nor the ineffectiveness of security measures undertaken. The Association acknowledges that the Management Company does not represent or warrant that fire protection, burglar alarms, access control systems, patrol services, surveillance equipment, monitoring devices, or other security systems (if present) will prevent loss by fire, smoke, burglary, theft, or that these systems will in all cases provide detection or protection for which the system is designed or intended.

The Management Company shall not be held liable for any environmental conditions, security breaches, theft of property by third parties, air quality, mold, mildew, second-hand smoke, water intrusion, plumbing malfunctions, power outages or power surges, equipment failure, or construction defects of any kind.

The Management Company is not obligated to implement directives or decisions of the Board or its Management Liaison which are contrary to this Agreement, or that involve transactions or services outside the Management Company's expertise, knowledge or authority, or that are contrary to applicable laws or the Governing Documents.

V. Waiver of Subrogation. The Association expressly waives all rights of subrogation against the Management Company for damages caused by perils, regardless of whether or not covered by any insurance obtained by the Association or required to be obtained by the Association pursuant to this Agreement. The policies of insurance required to be carried by the Association pursuant to this Agreement shall include an express waiver of subrogation either by endorsement or policy language.

VI. Compensation and Reimbursements. The Association shall pay the Management Company compensation for its services and/or reimburse the Management Company for any costs incurred on behalf of the Association as herein set forth. Such payment shall be paid promptly on the first of each month, and the Association hereby authorizes the Management Company to draw checks from or directly debit, at the Management Company's choice, the Association's bank account. Any monies due and/or billed and not paid

to the Management Company by the 15th of each month, will be subject to a late fee, which may be applied each month that such compensation remains unpaid, in an amount equal to five percent (5%) of the total Base Compensation, Other Compensation and Reimbursements charged for that particular month. Such late fee will be added to and included as part of the balance due and will be subject to further late charges each subsequent month until paid.

- A. **BASE COMPENSATION.** The Association shall pay the Management Company the sum of \$400 per month (\$4,800 per year based on 76 lots) for the services set forth in Paragraph III. (hereinafter referred to as the “**Base Compensation**”). The Base Compensation shall increase each year upon renewal on the Anniversary Date after the Initial Term of the Agreement and for each Renewal Period thereafter by three percent (3%) of the Base Compensation for the immediately preceding year.
- B. **OTHER COMPENSATION.** Should the Association require the Management Company to perform services in addition to those set forth in Paragraph III., the Association shall pay the Management Company, in accordance with this Paragraph VI., such fees as outlined in Addendum A of this Agreement, unless a different amount is specifically set forth herein (the “**Other Compensation**”). In the event Addendum A or the provisions of this Agreement do not specifically set forth the amount of Other Compensation which shall be due and owing to Management Company from Association for the services requested by the Association, the Parties shall agree to the additional cost in writing, and such determination by the Parties shall not be deemed an amendment to or modification of this Agreement (described in Paragraph VIII.E.) unless the Parties designate it otherwise.
- C. **REIMBURSEMENTS.** The Association shall reimburse the Management Company for expenses incurred on behalf of the Association in accordance with this Paragraph VI. and with Addendum A of this Agreement (“**Reimbursements**”).

VII. **Renewal and Termination.** Except as otherwise provided in Paragraph III.G., this Paragraph VII. and applicable law, this Agreement shall be for the Initial Term set forth in Paragraph II. provided that the term shall be deemed to have renewed for an additional one (1) year Renewal Period and successive one (1) year Renewal Periods thereafter on the Anniversary Date.

- A. Except as otherwise provided in Paragraph III.G. of this Agreement, for the purposes herein, “**Termination Date**” shall mean (i) the date that is thirty (30) days from the other party’s receipt of the written notice of intention to cancel/terminate (the “**Termination Notice**”) required pursuant to the provisions of this Paragraph VII, (ii) in the event of termination in advance of the end of the Initial Term or the Anniversary Date in accordance with the provisions of Paragraph VII.B. below, the date which is sixty (60) days from the other party’s receipt of the Termination Notice, or (iii) in the case of an uncured default, in accordance with the provisions of Paragraph VII.C. below, the date on which a defaulting party receives the Termination Notice.
- B. Either party may terminate this Agreement by providing a Termination Notice at least sixty (60) days in advance of (i) the date upon which the Initial Term ends, or (ii) any Anniversary Date thereafter, or such other shorter time if provided by applicable law, pursuant to the notice provisions contained in Paragraph

VIII.K. of this Agreement. In the event of termination of this Agreement in accordance with this Paragraph VII.B., the Association shall remain liable for any amount due and owing to the Management Company in accordance with the provisions of this Agreement until the Termination Date.

- C. In addition to the above, this Agreement may be terminated by the Association or the Management Company in the event the other party is in default of this Agreement, and the defaulting party fails to cure the default as provided herein. In the event of a default, the defaulting party shall be notified in writing of the default (the “**Default Notice**”), and shall have thirty (30) days from the Default Notice to cure the default. In the event the defaulting party fails to cure the default, and the default is of such a nature that the cure is within the control of the defaulting party, the non-defaulting party shall send a Termination Notice to defaulting party, and the termination shall be effective immediately upon receipt of such Termination Notice. Any notices required to be sent pursuant to this Paragraph VII.C. shall be sent in accordance with Paragraph VIII.K. of this Agreement. In the event of termination of this Agreement in accordance with this Paragraph VII.C., the Association shall remain liable for any amount due hereunder to the Management Company until the date upon which the Termination Notice is received.
- D. Further, the Management Company shall have the right to terminate this Agreement, with or without cause, provided that the Management Company provides the Association with a Termination Notice (as described herein above), and the Termination Date shall be thirty (30) days from the date the Association receives the Termination Notice, pursuant to Paragraph VII.A. of this Agreement. In the event of termination of this Agreement in accordance with this Paragraph VII.D., the Association shall remain liable for any amount due and owing to the Management Company in accordance with the provisions of this Agreement until the Termination Date.
- E. Once the Termination Notice is received, the Management Company shall prepare for an orderly transition of responsibilities and records in accordance with the instruction of the Association. Within fifteen (15) days from the receipt of the Termination Notice, the Management Company shall make available to the Association for inspection all files and records of the Association in the Management Company’s possession. All files and records held by the Management Company, shall be available for turnover to the Association within fifteen (15) days from the Termination Date; however, the Association’s final accounting, which includes the financial statements for the final month and the closing check for remaining operating account funds, shall be available for turnover to the Association within forty-five (45) days from the Termination Date. The Association shall bear the cost associated with photocopying material required to be retained by the Management Company. The Management Company shall not be held liable to the Association upon turnover of files and records.
- F. As of the Termination Date, all sums due to the Management Company and all contractors, vendors, or other service agents procured by the Management Company on behalf of the Association shall be paid in full by the Association. Termination does not affect money due to the Management Company. If the balance owed is not paid, the Management Company may enforce its right to such amounts due, and may seek any remedies available to it at law or in equity, and pursuant to the terms hereunder, including,

without limitation, the Management Company's rights to reasonable costs, attorney's fees, expert fees, filing fees, and service costs as more fully set forth in Paragraph VIII.I. of this Agreement.

- G. Until the Termination Date, the Management Company may incur expenses or obligations on behalf of the Association in its sole determination and/or as may be otherwise requested by the Association.
- H. As more fully set forth in Paragraph III.G. of this Agreement, in the event the Association, or any of its directors, owners and/or residents, take(s) any action which has the effect of prohibiting, obstructing, hindering and/or impeding the Management's Company performance under this Agreement, the provisions of Paragraph III.G. of this Agreement shall apply.
- I. The provisions of Paragraph III.F.3. and Paragraph IV. hereof shall survive termination.

VIII. Miscellaneous Provisions. Both parties of this Agreement agree to the following provisions:

- A. The Management Company reserves the right to affix or post a "Professionally Managed by..." sign on or near the existing Association's sign(s). Such sign(s) shall conform to the Association's architectural standards and colors.
- B. The Association agrees that the Management Company may engage the services of an affiliate of the Management Company (see Addendum C of this Agreement) to perform or assist with the performance of the services set forth in Paragraph III., and the Management Company, on behalf of the Association, may pay the affiliate for such services without further consent of the Association.
- C. Addendums A, B, and C are hereby incorporated to this Agreement by this reference.
- D. This Agreement shall inure to the benefit of and constitute a binding obligation upon the parties hereto, their successors and assigns.
- E. This Agreement shall constitute the entire Agreement among the contracting parties and no variance or modification hereof shall be valid and enforceable except in writing. Any subsequent change in this Agreement, which might alter the Management Company's responsibilities or rights, as defined in this Agreement, shall require prior approval by the Management Company and the remaining portion, terms, or provisions shall not be affected thereby, and shall continue in full force and effect. Notwithstanding the foregoing, the Management Company reserves the right to adjust any and all amounts set forth on Addendum A and Addendum B of this Agreement upon sixty (60) days' written notice to the Association, and notwithstanding anything to the contrary set forth herein, such written notice may be sent by electronic mail to the President of the Association or the Management Liaison.
- F. Should any part, term, or provision of this Agreement be declared or decided by any court to be invalid or in conflict with the law, the validity of the remaining portion, terms, or provisions, shall not be affected thereby, and the remainder of the Agreement shall continue in full force and effect.
- G. Time shall be of the essence of all time periods under this Agreement.



- H. In the event of a dispute among the parties regarding an alleged default by one (1) party and failure to cure said default by such party (pursuant to the provisions of Paragraph VII.C.) other than a dispute arising from an alleged breach by the Association of the provisions of Paragraphs IV. and/or VI. of this Agreement, the parties shall submit to mediation before any suit for any breach of this Agreement may be filed. The cost of mediation shall be borne equally between the parties, and the parties shall be responsible for their own attorney's fees.
- I. In the event the Management Company has to retain counsel as a result of the Association's alleged breach of Paragraphs IV. and/or VI. of this Agreement, the Management Company shall be entitled to all reasonable costs, including, without limitation, reasonable attorney's fees, expert fees, filing fees, and service costs associated therewith and with the enforcement and collection of any resulting judgment against the Association and may request and obtain, as part of the aforementioned judgment, all such costs (i.e., including post-judgment collection costs).
- J. This Agreement shall be governed by the laws of Maryland, and shall be construed in accordance with the laws of the State of Maryland.
- K. All notices required hereunder to be delivered by the Association to the Management Company shall be effective if delivered by first class mail and certified mail, to: Tidewater Property Management, Inc., Attention: Gail Windisch, Senior Director of Operations, 3600 Crondall Lane, Suite 100, Owings Mills, MD 21117. All notices pertaining to termination hereunder required to be delivered by the Management Company to the Association shall be effective if delivered by first class mail and certified mail to: Signal Hill Neighborhood Association, Inc., Attention: President. Any and all other notices required to be delivered by the Management Company to the Association shall be effective if delivered by electronic mail to the President of the Association or the Management Liaison.
- L. Any forbearance by the Management Company to enforce any provision of this Agreement shall in no event be deemed a waiver of the right to do so thereafter, nor shall any action or failure to act by the Management Company constitute a waiver of any right of the Management Company hereunder or approval by the Management Company of any breach of this Agreement by the Association.
- M. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[SIGNATURES ON THE FOLLOWING PAGE]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Witness:

Association:

Signature

Signature

Print

Print

Signal Hill Neighborhood Association, Inc.

Attest:

Management Company:

Signature

Signature

Print

Print

Tidewater Property Management, Inc.

ADDENDUM A

Schedule of Other Compensation and Reimbursements

I. Other Compensation

- A. Attendance in meetings exceeding the maximum yearly allowance: \$125/hour or fraction thereof
- B. Court Hearings/Legal Assistance/Litigation Support: \$125/hour
- C. Meeting Minutes: \$250 fee for up to 2hrs of meeting time and minute preparation, any additional time will be billed at \$75 per hour.
- D. FHA Approval Assistance: \$500 fee per renewal (except as otherwise provided by FHA regulations.)
- E. **Coordination of Major Projects/Renovation/Insurance Claims: 5% of total cost more than \$25,000
- F. Coupon Books (Includes postage and remittance envelopes for owners)
 - 1. Monthly Coupons: \$4.25 per item
 - 2. Quarterly Coupons: \$4.00 per item
- G. Statements (Includes postage and remittance envelope for owners)
 - 1. Color paper statements: \$1.10 per item
 - 2. E-statements: \$.35 per item (individual owners responsible for enrollment)
- H. Newsletters Designing/Desktop Publishing: \$25 per page (news articles/copy to be provided by the Board)
- I. Expedited Printing/Mailing (if same-day service is required): \$40
- J. File Storage: \$150 per year. Includes electronic storage of files. (Physical file storage Includes up to 10 banker boxes. Each additional box above 10 will be an additional \$10 per year, per box)
- K. Set-up Special Assessments and/or Loans: \$50 per occurrence
- L. Transition In/Transition Out Fee: \$500
- M. Open New Bank/Investment Account: \$25 per occurrence (Excludes the initial set-up/updating of accounts during the initial transition period from prior management.)
- N. Business partner system management: \$120 per year
- O. Delinquent accounts turned over to Collection Agency/Attorney: \$10 fee per account turnover
- P. Costs for additional/expanded services above and beyond normal Association Operation may be negotiated as necessary.

II. Reimbursements

- A. Per Copy
 - 1. Print One-sided \$.15
 - 2. Print Two-sided \$.25
- B. Per Envelope
 - 1. Plain #10: \$.10
 - 2. Window #10: \$.15
 - 3. Green/White 9x12: \$.25
 - 4. Newsletter 6x9: \$.30
 - 5. 11x17: \$.30



6. Bubble: \$2.00

C. Per Payable Voucher (includes check stock, postage and envelopes)

1. Invoice paid with physical payment: \$1.10
2. Invoice paid with electronic payment: \$.35
3. Tidewater invoices paid ACH no charge.

D. Postage: Actual Market rate of postage and handling (certified, return receipts, delivery confirmation, overnight, etc.)

III. Separate Agreements offered by Management Company

- A. Website Design and Administration
- B. Janitorial Services

This Addendum is subject to changes, additions, and/or deletions by Management Company.

*** The activities that are typically included with this service may include collection of information, coordination with business partners and/or insurance adjusters, administrative oversight, payment of invoices and additional homeowner and/or Board correspondence. However, we do not perform or warrant any of the construction work nor should we be considered an expert in any matters regarding the construction or quality of the project itself.*



ADDENDUM B

Fees for Services Provided to and Paid by Individual Unit Owners

- I. Payment processing fees – actual cost from the third-party provider.
- II. Resale Packages
 - A. Actual Cost through CondoCerts (<https://tidewaterproperty.condocerts.com/resale>)
- III. PUD Questionnaires for Sale/Refinance
 - A. Actual cost through CondoCerts (<https://tidewaterproperty.condocerts.com/resale>)
- IV. NSF: \$25 per check, charged to owners account to reimburse association for expense
- V. Payment Plan: \$10 per plan. Charge to owners account to reimburse association for expense
- VI. Inspection of Files by Non-Board Members: \$20/hour or fraction thereof

This Addendum is subject to changes, additions, and/or deletions by Management Company.



ADDENDUM C

Affiliate Business Disclosure Statement

Tidewater Property Management, Inc. hereby discloses its affiliation with Tidewater Property Maintenance, LLC. Tidewater Property Maintenance, LLC provides client Associations and their residents direct access to an array of quality services including general construction, remodel, repair, and maintenance services for both residential and commercial properties including, but not limited to, drywall, gutter, and floor work, carpentry, and painting.

The Association is not required to use the services of Tidewater Property Maintenance, LLC. There are other service providers with similar services and the Board is encouraged to solicit competitive bids to determine the best services and rates available. In the event that the Association chooses to use the services of Tidewater Property Maintenance, LLC, and a claim arises, such claim shall be limited to that entity; there is no claim against Tidewater Property Management, Inc.

FINANCIAL ONLY / NO HR / HOA