
COMMUNITY MANAGEMENT AGREEMENT

This Community Management Agreement (this "Agreement") is made this 1st day of March 2021, by and between QUEENS GRANT REC ASSOCIATION, INC. ("BOARD" or "BOD") and KSL SERVICES LLC ("AGENT"). The parties agree as follows:

- 1. Managing Agent.** Board appoints Agent to exclusively manage the property located at 926 N Anderson Boulevard, Topsail Beach, NC 28445 (the "Premises"). Agent accepts the appointment and agrees to provide community management services. Board agrees to pay all reasonable expenses in connection with those services. Agent agrees to use due diligence in the performance of this contract and in all matters involved with the management of this property.
- 2. Term.** The term of this Agreement will be from March 1st, 2021 to December 31st, 2021.
- 3. Agent's Responsibilities.** Board grants Agent full authority to do any and all lawful things necessary for the fulfillment of this Agreement, including but not limited to the following:
 - a. **Site/Business Manager** – Understand Queens Grant to include daily walk arounds, monitor conduct of owners/renters, get to know clients and environment.
 - b. **Legal Document Management and Revisions** – Understand and monitor compliance of Declarations/Covenants; By-Laws; Rules and Regulations.
 - c. **Community Communication** – Maintain roster of all current owners. Respond to Board/Owners issues/needs and correspondence within 24 hours.
 - d. **WWTP Management** – Supervise Operator contractor. Review permit requirements and submit renewals in timely manner. Submit and maintain all required state documents that the Operator is not directly responsible for.
 - e. **Contractor Supervision** – Be the primary POC for vendors/contractors. Coordinate, review, and monitor contractors (trash, landscape, pool, repairs, maintenance, etc) on behalf of the board.
 - f. **Pool/Hot Tub** – Manage preparation of pool/hot tub for inspection and opening. This includes scheduling inspection with Pender County Health Department, working with pool contractor to address areas in need for inspection, and manage any necessary repairs needed to pass inspection. Monitor compliance of pool rules by all guests and manage annual contract/contractor.
 - g. **Community Security** – Disburse access codes for management/owners/contractors and monitor use of codes. Coordinate with CPA and attorney of denial of access when owners are in arrears of dues.
 - h. **Repairs and Maintenance** – Work with contractors to define scope and obtain estimates. Manage repair work and verify work is completed as per contract and to sufficient quality.
 - i. **Insurance Coverage/Renewal** – As far out as possible (~90 days), manage communication with current insurance provider to obtain estimates for next policy period. Keep the communication active and provide the necessary information to provide an estimate efficiently and effectively. If needed, support BOD/committee in obtaining estimates from other insurance providers.
 - j. **BOD Support** – Be the main POC between current BOD and owners or owners appointed representative. Attend BOD meetings and be prepared to provide an update and any other necessary information. Help with preparation and organization of annual and/or special meetings.
 - k. **BOD Updates** – provide BOD weekly updates, via email, due by Sunday EOD for the previous week.
 - l. **Community Newsletters** – Monthly, create and distribute a community newsletter to all owners.
 - m. **Service Contract Renewals** – Initiate and manage contract renewals. Review contracts to confirm all the services needed are included, as well as eliminate services not needed. Perform basic negotiations with providers and obtain competitive estimates from other providers, if necessary.
 - n. **Financial** – Coordinate with BOD and CPA for annual budget. Line-item management providing suggestions for savings when possible. Address owners' dialogues outside of CPA to reduce CPA billable, where possible.
 - o. **Repairs/Maintenance** – Perform basic maintenance. i.e., nail down/screw in protruding nails/screws, change light bulbs, freeze preparation, etc.

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- p. **Web-Site Management** – Maintain website to include updated forms and documents for owners' review.
 - q. **New Owner Orientation** – Be the main point of contact for realtors that sell property within the community. Speak with new owners and provide information.
 - r. **Clubhouse** – Coordinate and monitor rental of clubhouse.

4. Agent Liability. Board agrees to hold Agent harmless from any claims, charges, debts, demands and lawsuits. Board agrees to pay Agent's attorney's fees related to the management of the property and any liability for injury on the property. Agent is not liable for the nonpayment of or theft of any service, including utilities, by Tenant. Board agrees to maintain sufficient property insurance and will name Agent as an insured. Owner shall provide a copy of the insurance policy to the Agent.

5. Compensation. Board agrees to compensate Agent for managing the premises. Board agrees to pay Agent, \$4,166 per month as a management fee to be paid on the 15th of the month for the current month. -

6. Termination. Either party may terminate this agreement at any time. Termination must be submitted in writing by either party with 60 days' notice.

8. Waivers. No waiver of any condition or covenant in this Agreement by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant of this Agreement.

9. Governing Law. This Agreement has been executed under and shall be governed by the laws of the State of North Carolina without regard to the state's conflict of law principles. The parties covenant and agree that any and all claims, disputes, and actions arising from this Agreement or as a result of the relationship of the parties shall be filed and heard in the venue of Pender County, State of North Carolina and that jurisdiction shall lie in such county and state.

10. Force Majeure. In the event that either party shall be delayed or hindered in or prevented from doing or performing any act or thing required in this Agreement by reason of strikes, lock-outs, casualties, acts of God, labor troubles, inability to procure materials, failure of power, governmental laws or regulations, riot, insurrection, war or other causes beyond the reasonable control of such party, then such party shall not be liable or responsible for any such delays and the doing or performing of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

11. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal, and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

12. Complete Agreement. This Agreement contains a complete expression of the agreement between the parties and there are no promises, representations, or inducements except such as are herein provided.

13. Changes. Changes to this contract must be by mutual agreement and in written form, signed by both parties.

The parties agree to execute this Agreement as of the first date written above.

James Hepner (President)

James Hepner (President) (Mar 9, 2021 16:43 EST)

Owner Signature

Queens Grant Rec Association

Owner Name

Jeremy T. Lemaire

Agent Signature

KSL SERVICES LLC

Agent Name






Lemaire QGRA 202103

Final Audit Report

2021-03-09

Created:	2021-03-08
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