

# **SADDLE PEAK PROPERTIES, LLC.**

## **HOME OWNERS ASSOCIATION MANAGEMENT AGREEMENT**

This Property Management Agreement is made and entered into on **October 1, 2019** between **Saddle Peak Properties, LLC**, and **Harvest Creek HOA**. HOA hereby appoints and grants Saddle Peak Properties, LLC the exclusive right to conduct the activities defined below for the HOA in Bozeman, Montana and appoints Saddle Peak Properties, LLC as its agent to carry out such activities.

Saddle Peak Properties, LLC. accepts the appointment and grant, and agrees to use due diligence in the performance of this Agreement and to furnish the services of its firm for the operation and management of the Property.

The term of this Agreement shall commence as of **October 1, 2019** and shall continue until terminated by one of the parties, which may be carried out by either party to this contract by way of written notice provided at least 30 days in advance of such termination.

HOA hereby grants Saddle Peak Properties, LLC. the authority and power, to perform any and all lawful actions necessary for the accomplishment of services outlined below.

### **Financial Management:**

#### **Collection/Disbursement of Monies**

- Collect assessments (produce and mail annual or quarterly statements for assessments; warning, collection, lien letters using HOA's templates, etc.).
- Coordinate with title companies for closings and the collection of assessments.
- File liens on delinquent owners as instructed by Board.
- Process accounts payable and accounts receivable.
- Maintain and reconcile operating and reserve accounts.
- A designated manager(s) will become signer on the operating account for the function of processing payables.

#### **Reporting**

- Produce financial statements as requested by the Board.
- Produce year-end financial reports.
- Assist Board with creation of annual operating budgets.
- Coordinate and file the annual 1120-H tax return.

### **Administrative Management:**

#### **Association Records**

- Maintain financial and owner membership records in QuickBooks.
- Maintain owner hard copy correspondence records for financial management matters listed above.
- Maintain owner hard copy record of correspondence mailed out and/or received on matters other than financial management.

#### **Meetings**

- Attend Board meetings and annual meeting. Exclusion or inclusion of attendance based on availability for special meetings beyond the regularly scheduled, or any other services not



specified, will be subject to mutual agreement by Saddle Peak Properties, LLC. and the HOA Board.

- Provide copies of agenda and hand-outs for Board and annual meetings.
- File approved meeting minutes once received from designated Board member.
- Annual meeting and election: oversee election process; ballot collection; tally and reporting, including absentee & proxy.

#### **Communications**

- Correspond with owners regarding any general HOA questions and/or account balance inquiries.
- Correspond with owners as directed by the Board and generated by the Board (for mailed notices), concerning covenant violations and other matters.

#### **Site Management**

- Establish open communication with all owners to help respond to service requests.
- Assisting with the oversight of contracts for general maintenance (ongoing landscape maintenance, snow removal, etc.). Board to oversee contracts for large scale repairs or non-reoccurring capital improvements.
- Board to oversee insurance claims.
- Bi-Weekly drive-through inspections of site. Meeting with Board on-site when necessary to review services or maintenance items.
- Board to author written covenant enforcement correspondence when necessary. Management to administrate enforcement correspondence generated by the Board.
- Architectural review applications to be directed to Board and/or designate to review, process, and track project status.

#### **HOA agrees to abide by the following:**

1. Provide all documentation and records required by Saddle Peak Properties, LLC to manage and operate the property. Board of Directors will supply or create requested notices, newsletters, or other written correspondence to be sent to owners. In cases where precedence has been set and the appropriate previously created notice or letter accepted by Board is available, Saddle Peak Properties, LLC. will automatically use such letter unless otherwise instructed by Board.
2. Indemnify and hold Saddle Peak Properties, LLC harmless from all costs, expenses, suits, liability, damages, and claims of every type, including but not limited to those arising out of injury or death of any person(s), in any way relating to the management or operation of the property by Saddle Peak Properties, LLC or any person employed by Saddle Peak Properties, LLC or the performance or exercise of any of the duties, power, or authorities herein or hereafter granted to Saddle Peak Properties, LLC except to the extent due to the negligence of Saddle Peak Properties, LLC or any person in Saddle Peak Properties, LLC firm.
3. To provide adequate liability and property damage insurance adequate to protect the property. To name Saddle Peak Properties, LLC. as additional insured if requested.

#### **General Terms:**

Saddle Peak Properties, LLC must provide Worker's Compensation insurance for all employees utilized for labor services provided to HOA.

Saddle Peak Properties, LLC will provide the Board of Directors a proof of their general liability insurance upon request.

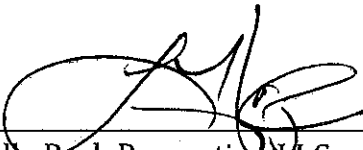


Saddle Peak Properties, LLC agrees to indemnify and hold HOA harmless from all costs, expenses, suits, liability, damages, and claims of every type, including but not limited to those arising out of injury or death of any person(s), in any way relating to the ownership of the property by the HOA or the performance or exercise of any of the duties, power, or authorities herein or hereafter granted to the HOA, except to the extent due to the negligence of the HOA or any owners within the HOA.

**The Saddle Peak Properties, LLC fee structure:**

HOA agrees to pay Saddle Peak Properties, LLC as follows:

1. Management Fee in the amount of **\$7.50** per lot/month.
2. Reimbursement for postage, printing & reproduction copy, office supply, and like office incidental expenditures incurred directly from the administration of the association. All prints, copies, postage, and like supply are tracked monthly and billed at cost.
3. In the event that HOA requests Saddle Peak Properties, LLC. to take on work exceeding the scope of this Agreement or usual and normal management responsibilities, then a fee shall be agreed upon for such services before the work begins. Standard management does not include the coordination of construction and/or large scale repairs, additional mileage, modernization, restorations, rehabilitations, insurance claim repair supervision, or obtaining tax & legal advice on behalf of the association.
4. For consideration of the additional administrative work required, 50% of all collected late fees and/or interest charges from delinquent homeowners become property of Saddle Peak Properties, LLC.
5. \$150 per lien filing plus clerk and recorders filling fees shall be collected by Saddle Peak Properties, LLC. for any liens filed on delinquent homeowners. \$150 per lien release filing plus clerk and recorders filling fees.

  
Saddle Peak Properties, LLC  
12/10/19  
Date

  
2019  
Authorized HOA Representative  
Dec. 10,  
Date

