



# MANAGEMENT AGREEMENT

This Management Agreement is effective on the date below between C. Dan Joyner Property Management, Inc., a South Carolina corporation (**Agent**), and the Association identified below.

## GENERAL INFORMATION

**ASSOCIATION:** Boxwood POA, Inc. **Units\*:** 112

\*If number of units exceeds above, refer to Section 1.1.

**Primary Contact:** Board President

**Governing Documents:** Declaration of Covenants, Conditions, and Restrictions  
Bylaws  
Amendments  
Rules and Regulations

**TERM:** **Commencement:** Nov 1, 2021 **Expiration:** Oct 31, 2022

**FEES:**

<b>Management Fee:</b>	<u>\$628.00 Monthly (\$7536 annually)</u>	<b>Per Unit:</b> <u>Flat rate</u>
<b>Professional Fee software</b>	<u>\$ 20.00 Monthly</u>	
<b>Vendor tax e-filing</b>	<u>Actual costs</u>	
<b>Initial Set Up<sup>(1)</sup>:</b>	<u>N/A</u>	
<b>Community Inspections<sup>(2)</sup>:</b>	<u>No charge for one monthly inspection</u>	(1) No Charge on renewals
<b>Owner/Board Meetings<sup>(3)</sup>:</b>	<u>No charge for Quarterly + one annual</u>	(2) \$25.00 per additional inspection
<b>Offsite Storage:</b>	<u>\$75.00 annually</u>	(3) \$25.00 hr per add'l; One hour min
<b>Offsite Record Retrieval:</b>	<u>\$25.00 per box, per retrieval</u>	
<b>Lien Processing Fee:</b>	<u>Actual costs</u>	
<b>Postage; Supplies:</b>	<u>Actual costs</u>	

**AUTHORIZED EXPENSE LIMIT:** \$ 300.00 per non-recurring expense

**SCHEDULE:**

<b>Financial Reports:</b>	<u>20<sup>th</sup> day monthly</u>	<b>WEBSITE:</b> <u>www.cdjpropertymanagement.com</u>
<b>Monthly Inspections:</b>	<u>1 per month</u>	<b>User ID:</b> <u>Boxwood</u>
<b>Late Fee Charges:</b>	<u>Per documents</u>	<b>Password:</b> <u>Ironbridge</u>
<b>Budget:</b>	<u>September</u>	

**ASSOCIATION:** Boxwood POA  
**Attention:** Matthew Ware  
**Address:** 26 Moss Wood Circle

**AGENT:** C. Dan Joyner Property Management, Inc.  
**Attention:** Avril Caviness  
**Address:** 735 N. Pleasantburg Drive  
Greenville, SC 29607

**Signature:**   
**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_  
**Title:** President or Authorized Officer

**DATE:** November 17, 2021



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## MANAGEMENT AGREEMENT RENEWAL

### 1. SERVICE FEES; PAYMENT.

**1.1. Fee.** The Association will pay the Agent according to the fee schedule contained in the General Information. All management fees will be paid monthly in advance; all other charges are billed upon delivery and paid at Agent's request. Agent may charge additional fees for (a) requested Services not within the scope of this Agreement and (b) an increase in the number of Association Units serviced as calculated by the per-Unit allocation. Agent reserves the right to charge applicable fees to purchasing homeowners for preparation of closing documents and associated administrative procedures.

**1.2. Payment.** Agent is authorized to deduct from the Association's funds all management fees, operating expenses, and other amounts owed by the Association to the Agent (a) within the first five business days of each month and (b) without prior notice to the Association.

### 2. AGENT'S SERVICES. The Association appoints Agent as exclusive agent to manage the Association's assets and operations. Agent will provide the following services (**Services**):

#### 2.1. Accounting and Reporting.

- a) Collect, receipt, and daily deposit all monthly assessments and other charges due to the Association for its operations; maintain records of all receipts and expenditures of the Association.
- b) Deposit all collected funds attributable to the Association with financial institutions that are insured by the Federal Deposits Insurance Corporation. The Association may direct the Agent to deposit surplus funds in various forms of savings and investment accounts. The Association's funds will be segregated from the Agent's own assets. Agent will maintain, at its expense, a fidelity bond (i) covering its employees and agents who deal with the Association's funds; (ii) in an amount and with an insurer determined by Agent; and (iii) protecting the Association.
- c) Prepare and submit to the Board monthly financial reports, including a statement of receipts, disbursements, and account balances for the preceding month.
- d) Agent's monthly financials reports do not constitute an obligation to audit the Association's records. Agent will assist with an audit conducted by a third-party selected by the Association at the Association's expense.
- e) Execute and file (i) all Federal and State income tax returns and (ii) returns and other instruments required under the Federal Insurance Contributions Act; the Federal Unemployment Tax Act; Internal Revenue Code of 1954 – Subtitle C; and the South Carolina Tax Commission for wages paid by the Agent on behalf of the Association and under any Applicable Law. The Association will execute



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and promptly deliver to the Agent all powers of attorney, notices of appointment, and similar authorizations necessary for Agent to file the returns.

- f) Pay from the Association's funds all taxes, insurance premiums, water and sewer rates, utility charges, and all other charges or obligations associated with the Association's property and operations.
- g) Prepare and submit to the Board a recommended budget (i) by the date specified in the General Information and (ii) for the next fiscal year based on anticipated receipts and expenditures.

**2.2. Collections.** Agent will send reminder notices and assess late charges for delinquent assessments according to the Governing Documents. As directed by the Board, Agent will authorize the preparation and filing of liens for delinquent assessments, as well as lien satisfactions (when appropriate). Agent will have no other responsibility for collection of delinquent assessments. Agent may act as liaison to the Association's attorney and refer the Association to a collection agency. The Association will be responsible for any additional collection efforts. While Agent will attach any collection costs to a delinquent member's individual account, the Association will be responsible for any legal fees and other collection costs not paid by the defendant in a collection action.

### **2.3. Maintenance and Third-Party Services.**

- a) Subject to the direction and at the expense of the Association, the Agent will cause the Association's common elements to be maintained in accordance with appropriate standards of maintenance including cleaning, painting, landscaping, and such other maintenance and repair work as may be necessary.
- b) Subject to the direction and at the expense of the Association, Agent will negotiate contracts for water, sewer, electricity, telephone, repair, and such other services as may be necessary or advisable for the Association's common elements. Agent will act as non-exclusive liaison to the Association's service providers. All such purchases and contracts shall be in the name of the Association.
- c) Agent will require that contractors be fully licensed and insured (including workers compensation insurance) before rendering services to the Association. Agent will keep records verifying the contractors' licenses and insurance. Should Association choose a contractor who does not meet Agent's requirements for licensing and insurance coverage, Association shall execute Agent's standard Waiver of Liability prior to commencement of work. All contractors must complete IRS Form W-9. Agent will furnish Federal IRS Form 1099 to non-incorporated vendors and contractors in accordance with Applicable Law.



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- d) Agent will not make any expenditure nor incur any non-recurring obligations exceeding the Expense Limit in the General Information without prior Board approval. Notwithstanding the foregoing, Agent may exceed the Expense Limit without prior consent (i) to address emergency conditions that threaten life, property, or suspension of an essential service and (ii) to repay any advances made by the Agent. Agent will notify the Association of such emergency expenses as soon as reasonably possible.

### 2.4. Administrative:

- a) Provide enforcement of the Governing Documents as directed by the Board.
- b) Perform at least one monthly drive-thru inspection of the Association's property to determine (i) compliance with Governing Documents; (ii) condition of the property; and (iii) proper performance of third-party services.
- c) Attend meetings of the Board and/or Association members in accordance with the General Information. All meetings will be scheduled Monday through Thursday between 9:00 a.m. and 7:00 p.m. and must be adjourned no later than 9 PM EST. Agent will be custodian of the Association's corporate records but will not be required to record the meeting minutes or Board resolutions. The Board is responsible for providing such corporate documents for the Agent's official records.
- d) Provide a Website with secure section for the Association to post Governing Documents and other information relevant to the Association's members. Agent will have final control over Website design and content.
- e) Maintain a 24-hour answering service for Association members to report emergencies.

### 3. LIMITATIONS ON SERVICES.

**3.1. Policy Matters.** The Association, acting through its Board, has full authority in all policy matters relating to its property and operations. Agent will not exercise discretionary authority over policy matters except as an advisor to the Association.

**3.2. Funds.** Agent is not obligated to advance funds to the Association for any purpose whatsoever.

**3.3. Designated Contact.** Agent will not accept direction or instruction with regard to the Association's management from any person who is not an Association Board member. The Association will designate a single Board member on whom the Agent will be entitled to rely in the event Agent determines multiple Board members are providing conflicting instructions. Alternatively, Agent may choose to take no action on an Association matter on which it deems the Board is providing conflicting instructions. In the absence of any other person designated by the Board, Agent is entitled to rely on



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instructions and directions from the Board President, or in the absence of the president, the board member next in the chain of command.

**3.4. Structural Changes.** Agent has no authority to effect any structural changes or major alterations to any Association property (a) absent the Association's prior direction; (b) except for emergency repairs required to prevent danger to life or property; or (c) except for repairs that are immediately necessary to preserve Association property, personal safety, or an essential service.

**3.5. Legal Compliance.** Agent is not responsible for the Association's compliance with any Applicable Law. Agent will promptly notify the Association of any governmental citation, complaint, warning, notice, summons, or similar action received by the Agent. Agent, in its discretion, may assist the Association to gain compliance or remedy a violation of Applicable Law; however, Agent will not be responsible for the outcome of any such action.

**3.6. Association Members.** Agent has no authority or duty for maintenance of repair obligations that are allocated to individual Association members pursuant to the Governing Documents. Individual members will be solely responsible for such allocated maintenance and repair obligations.

#### 4. REPRESENTATIONS

**4.1. Association's Representations.** Each member of the Association has delegated governing authority to an elected Board of Directors (**Board**) pursuant to the Governing Documents. Agent is entitled to rely on the authority of the duly elected Board. The Association will comply with (a) the Governing Documents and (b) all applicable laws, regulations, and ordinances governing the Association, its property, and its operations (**Applicable Law**). To the best of its knowledge, the Association is in material compliance with the Governing Documents and Applicable Law.

**4.2. Agent's Representations.** Agent will comply with Applicable Law governing its business operations and profession. Agent will operate in compliance with the Governing Documents of the Homeowners Association.

**5. INSURANCE.** At its own expense, the Association will carry (1) public liability; (2) property and casualty; (3) directors and officer liability; and (4) such other insurance coverage as may be required by Applicable Law. Such liability policies will name Agent as an additional insured and will provide adequate coverage to protect the interest of both parties. Agent will not be entitled to the Association's insurance coverage for any Losses outside the scope of the Association's indemnification obligations. Agent will maintain appropriate records of insurance carried by the Association. Agent will cooperate with the Association in investigating and reporting all potentially insurable events.

**6. INDEMNITY.** The Association shall defend, indemnify and hold Agent harmless from any losses, liabilities, claims, damages, costs, and expenses (including reasonable attorneys fees) (collectively, **Losses**) resulting from (1) the Association's breach of this Agreement and (2) the Association's operations not caused by Agent's negligence, willful misconduct, or breach of this



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Agreement. Agent will defend, indemnify, and hold the Association harmless from any Losses resulting from (1) Agent's breach of this Agreement; (2) negligence; and (3) willful misconduct. The indemnifying party reserves the right to manage legal counsel for the parties and make the final determination regarding settlement. The indemnification provisions set forth herein will not apply to any action between the Agent and the Association.

### 7. TERMINATION.

**7.1. Association's Termination.** The Association may terminate this Agreement without penalty upon 60-day's written notice. Any complaints, comments, or questions should be directed to department manager Avril Caviness at (864) 242-4466.

**7.2. Agent's Termination.** Agent may terminate this Agreement upon 30-days written notice if Agent, in its sole discretion, determines that (a) the Association is failing to comply with Applicable Law, the Governing Documents, or this Agreement; (b) the Association's non-compliance may result in Loss or liability to the Agent; and (c) the Association has failed to cure such non-compliance within a reasonable time after notice and opportunity.

**7.3. Effect of Termination.** Upon the effective termination date, all Agent fees and costs will be immediately due and payable. At the Association's expense, Agent will assist in the transfer of the Association's accounts and records as directed by the Association. The parties' respective payment and indemnification obligations for pre-termination actions will survive the termination of this Agreement.

### 8. MISCELLANEOUS.

**8.1. Further Action.** The parties agree to execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to perform the Services. These documents and acts may require an additional fee, which will be negotiated at time of service.

**8.2. Entire Agreement.** This Agreement, including the General Information and any attachments, (a) constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and (b) supersedes all prior and contemporaneous agreements and understandings relative to such subject matter. No provision or term herein may be modified, supplemented, waived, discharged, terminated, or otherwise altered except in writing signed by the parties hereto.

**8.3. Severability.** The provisions of this Agreement are separate and independent covenants. Accordingly, the invalidity or unenforceability of one or more of these provisions or covenants will not affect the validity or enforceability of the remaining provisions.

**8.4. Assignment.** No party may transfer, delegate, or assign this Agreement (including any rights, interests, or obligations hereunder) without the prior written consent of the other party. This Agreement and the various rights hereunder will inure to



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the benefit of, and be binding on, the parties hereto, their respective successors, and permitted assigns.

**8.5. Notices.** Notices and other communications given under this Agreement will be in writing and effective if delivered via (a) hand-delivery; (b) certified United States mail; (c) overnight courier; (d) facsimile; (e) electronically; or (f) any other method in which proof of receipt can be independently verified. Notices will be sent to the addresses appearing in the parties' respective signature blocks or to such other address as is hereafter designated in writing.

**8.6. Governing Law.** This Agreement will be governed by, construed under, and interpreted according to the laws of the State of South Carolina, without regard to conflict-of-laws principles.