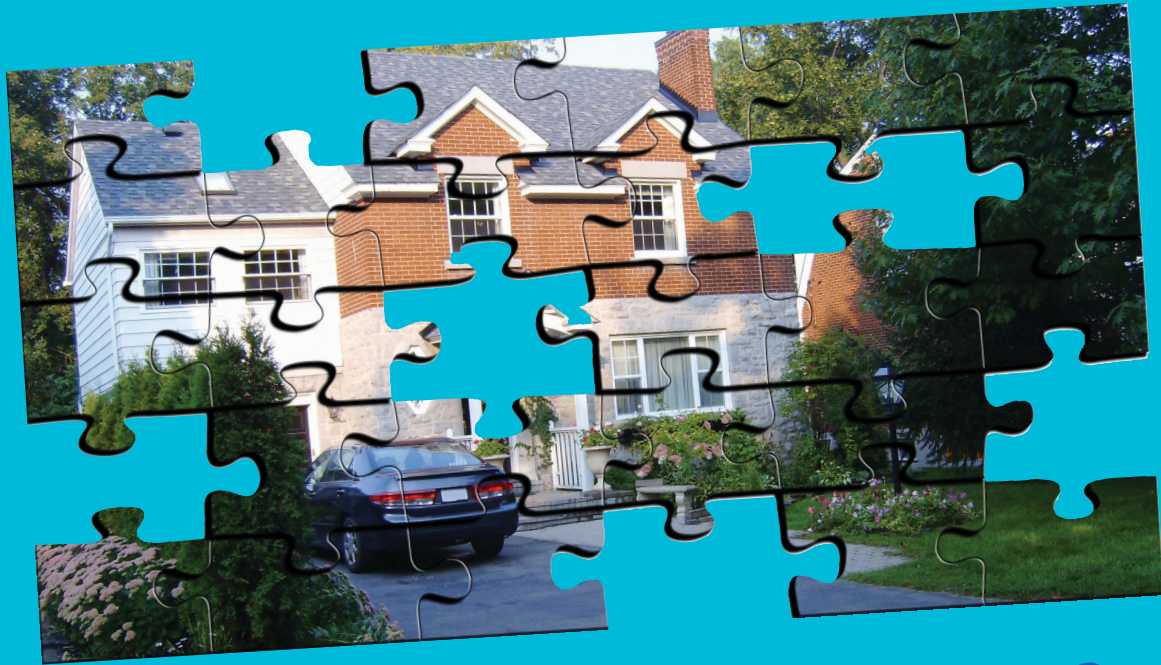




Homeowners Association MANAGEMENT GUIDE



Putting the Pieces Together

www.MegaAgentRentalsAtlanta.com



Mega Agent Rental Management Georgia

LLC provides full service management for Condo Associations, Homeowner Associations, and associations of all types and sizes. We simplify association management with support to oversee operations and maintenance of your community. We provide, maintain, and enforce the day-to-day management services that a community needs to ensure for a smooth, trouble-free operation. Our experienced managers are available to investigate, consult, arrange for bids, and supervise various trades, as well as oversee capital improvement projects. We provide full service accounting including accounts payable, accounts receivable, budget preparation, and comprehensive monthly financial statements. We strive to make each of the communities we manage a better place for owners to live.

Our goal is to implement management processes that simplify Association Management for both board members and homeowners alike. Because we manage many properties, your Association's purchasing power becomes greater, resulting in savings. We incorporate technology in a way that creates efficiency and ease of access for both your homeowners and board members.

We recognize that each association/complex has individual needs that can vary depending on size and staff requirements. As such, Mega Agent Rental Management will customize their management plan to meet the needs and desires of your association. We are happy to schedule a consultation with your association regarding our services.

Full Administration of Homeowners Associations

- Accounting Services
- Provide Online Due Payments and 24-7 Online Account Access
- Capital Project Planning, Budgeting, & Management
- Supervision and Administration of All Employees
- Supervision of Maintenance & Groundskeeping
- Coordination and Implementation of Amenity Services that Enhance Property Values and Exceed Owners Expectations
- Coordination & Communication with Board Members, including attendance at Board Meetings
- Communication with Owners through "interactive" community website
- Communication with Realtors Selling Property
- Setting up by-law changes, agendas, and election of officers
- Communication with Association's Attorney
- Rental/Property Management Services Available



ACCOUNTING SERVICES

Mega Agent Rental Management will provide a detailed monthly accounting statement of your association account(s). This statement will include any HOA fees or credits to the account, along with monies paid out in the form of salaries, repairs, bill payment, etc.

EMPLOYEES

We are happy to supervise any existing staff and can also hire any new staff or contract services that your association requires. We will supervise these employees and administrate their salaries.

MAINTENANCE & GROUNDSKEEPING

Comprehensive and preventative maintenance is important to keep your homes looking their best and functioning optimally. Our staff is detail oriented and will help maintain your property in excellent condition. We ensure that any contractor working on your property has General Liability Insurance.

COORDINATION & COMMUNICATION WITH BOARD MEMBERS

Quite often, Association Presidents and Board Members find themselves loathing their positions, as they end up working late at night, on weekends, and even while they are vacation. We take the load off of your board members by promptly addressing issues, concerns, and maintenance needs. We will work closely with your Association Board to ensure quality, good communication, and an awesome experience. In addition, we can organize association meetings or events.

Most homeowners associations don't necessarily require a private full time, fully equipped office. Yet most associations do need these services at least some of the time. Our office answers these needs by providing the administrative support that your Association needs to operate effectively. Our office is conveniently located on Valleydale Road in Hoover, Alabama and is fully equipped, and open 5 days a week. This office allows associations to lower their operating costs, as well as, providing owners comprehensive service.

RENTAL & PROPERTY MANAGEMENT SERVICES

In addition to managing homeowners associations, Mega Agent Rental Management also offers full service property & rental management services for owners. We can provide owners with the services needed to maintain their property and facilitate rentals.

Management Agreement

All management fees are flexible based on what your homeowners association needs!



Management Services Agreement

This agreement is made and entered into by and between _____, A Georgia Non-Profit Corporation (The Association) and _____ (Agent) regarding that certain community known as _____ (The Community).

WITNESSETH:

In consideration of the terms, conditions and covenants hereinafter set forth, the parties hereto mutually agree as follows:

ARTICLE I

The Association hereby appoints the Agent and the Agent hereby accepts appointment, on the terms and conditions hereinafter provided, as exclusive Managing Agent of _____. This association is located in _____, Georgia, and consists of approximately _____ dwelling units and associated common elements, hereinafter called the "Property".

ARTICLE II

The role of the Managing Agent is to implement the decisions and the policy established by the Board of Directors of the Association and in accordance with the governing documents and supporting documents (Board Resolutions, Minutes, etc.). Further, the Agent agrees to adhere to the most current Rules and Regulations for Covenant Compliance as approved by the Board of Directors. A copy of which is attached as Exhibit "B". The Board of Directors of the Association is responsible for the administration of the programs, services, and activities of the Association as established in the founding documents and as amplified or clarified by resolution of the corporation.

The Agent agrees, notwithstanding the authority given the Agent in this Agreement, to confer fully and freely with the board of Directors in the performance of its duties as herein set forth. It is further understood and agreed that the authority and duties conferred upon the Agent hereunder are confined to the common elements as defined in the Declaration. Such authority and duties do not and shall not include supervision or management of the exclusive elements in individual dwelling units, except as authorized by the association documents in emergency cases.

The Agent agrees, with reasonable prior notice, to attend the annual meeting of the Unit Owners and to attend meetings of the Board of Directors, as per Exhibit "A".

Subject to direction by the Board of the Association, the Agent's functions, duties, responsibilities, and authority may include the following:

(a) The Agent shall hire in its own name off-site managerial personnel necessary for the efficient discharge of the duties of the Agent hereunder. Compensation for the services of such employees shall be the responsibility of the Agent.

(b) The Agent will use its best efforts to cause the common areas of the Property to be maintained and repaired according to standards acceptable to the Association. Emergency repairs, involving manifest danger to life or property, or immediately necessary for the Association, or required to avoid suspension of any necessary service to the Property, may be made by the Agent.

Notwithstanding this authority as to emergency repairs, it is understood and agreed that the Agent will, if at all possible, confer immediately with the Board President regarding every such expenditure. The Agent shall not incur liabilities (direct or contingent) which will mature more than one year from the creation thereof, without first obtaining the approval of the Board of Directors of the Association, specifying the cost and time period.

(c) Subject to approval by the Board, the Agent will make contracts for necessary services or such of them as the Association shall deem advisable. The agent will also place orders for such materials and supplies as are necessary to properly maintain the property. All such contracts and orders shall be made in the name of the Association. When taking bids or issuing purchase orders, the Agent shall act at all times under the directions of the Association, and shall be under a duty to secure for and credit to the latter any discounts, commissions or rebates obtainable as a result of such purchases.

(d) The Agent shall, on the basis of an operating schedule, job standards and wage rates previously approved by the Association, investigate, hire or discharge the personnel necessary to be employed in order properly to maintain and operate the Association. Compensation for the services of such employees (as evidenced by payroll documents) and workmen's compensation and all other benefits, and overhead attributable to such employment shall be considered an expense of the Association. When necessary at the direction of and with the approval of the Board of Directors, the Agent shall engage in the name of the Association independent contractor(s) to perform specific tasks for the Association.

(e) The Agent will collect all assessments due from lot / unit owners. The Association hereby authorizes the Agent to request, demand, collect, receive for any and all charges which may at any time be or become due to the Association and to take such action in the name of the Association by way of legal process or otherwise as may be required for the collection of delinquent monthly assessments, it being understood that such legal costs and postage costs shall be borne by the Association. As a standard practice, the Agent shall furnish the Board of Directors of the Association, and its attorney, with a list of all delinquent accounts on a monthly basis. Formal legal action would not be instituted except upon direction of the Board of Directors of the Association.

(f) The Agent may take such action as may be necessary to comply promptly with any and all orders or requirements affecting the Association placed thereon by any federal, state, county, or municipal authority having jurisdiction there over, subject to the same limitation contained in Paragraph (d) of this Article II in connection with the making of repairs and alterations. The Agent, however, shall not take any action under this paragraph so long as the Association is contesting, or has affirmed its intention to contest, any such order or requirement. The Agent shall promptly notify the Association of all such orders and notices or requirements. It is understood and agreed between both parties that this Agreement may be terminated by the Agent without notice in the event that the Association fails to comply with regulations of appropriate governmental departments which regulate such properties and that in such event the Association will save the Agent harmless or indemnify the Agent against any and all consequences of such failure to comply when not caused by willful neglect of the Agent.

(g) The Agent requires the Association to keep and maintain all such insurance to adequately protect the interests of the Association and the Agent, as their respective interests appear. All of the various types of insurance coverage required shall be placed with such companies in such amounts and with such beneficial interests appearing therein as shall be approved by the Association and the Agent. The Agent shall be listed as an "additional insured" on each of the Association's policies including, but not limited to Directors and Officers coverage.

(h) The Agent shall cooperate in investigating and reporting all claims against the Association's insurance. The Agent shall supervise the preparation of claims when required and follow-up on payment. Investigating reporting and following up on payment on insurance claims for damages covered by the Association's insurance shall be subject to an administrative charge (see Exhibit "A") or 10% of the claim, whichever is the greater, which shall be regarded as part of the loss and shall be included in the claim.

(i) The Agent shall, from the funds collected, cause to be disbursed regularly and punctually (1) payments and any other compensation due and payable under terms of II (b) of this agreement; (2) insurance premiums; and (3) sums otherwise due and payable by the Association as operating expenses authorized to be incurred under the budget and the terms of this Agreement, including the Agent's management fee.

(j) The Agent will supply to an accountant for the Association the necessary information for him/her to prepare for execution and filing by the Association all federal and state income tax returns, forms, reports and returns as required by law.

(k) The Agent shall maintain a comprehensive system of office records, books and accounts consistent with accepted business practices, which records shall be subject to examination by the Association's Board in the manner required by the Declaration and the By-Laws, at all reasonable business hours. As a standard practice, the Agent shall render to the Association Board of Directors monthly a statement of the receipts and disbursements covering the preceding month for all Association bank & investment accounts.

(l) In conjunction with the Association's Board, the Agent shall prepare an operating budget in accordance with the By-Laws, setting forth anticipated expenses and receipts for the ensuing year. The budget, finally approved and adopted, shall serve as a supporting document for the schedule of assessments proposed for the new fiscal year. It shall constitute a major guideline under which the Agent shall operate and any variance(s) therefrom shall be reported in the monthly statements given to the Board.

(m) As requested by the Board and to the extent practical, the Agent will use its best efforts to assure that all homeowners are informed with respect to such rules, regulations and notices as may be promulgated by the board of Directors of the Association from time to time. Agent shall notify the Association and its Subdivision President with the name and addresses of new owners.

(n) It shall be the duty of the Agent at all times during the term of this Agreement to manage the Association according to the highest standards achievable with the funds available and consistent with the overall plan of the Association as formulated by its Board.

(o) The Agent fully understands that the function of the Association is the management of the Association and Common Elements; and the Agent agrees, notwithstanding the authority given to the Agent in this Agreement, to confer fully and freely with the Board of Directors of the Association in the performance of its duties as herein set forth. The Association designates the President to direct the Agent on any matter relating to the management of the Association. The Agent is directed not to accept directions or instructions with regards to management of the Association from anyone else, without a recorded vote of the Board of Directors. The Agent will work with the subdivision presidents on issues such as covenant compliance, procurement, contract preparation and administration for the subdivision. Any conflicts will be directed to the Association President.

ARTICLE III

Everything done by the Agent under the provisions of Article II shall be done as Agent of the Association and all obligations or expenses incurred thereunder shall be for the account of, on behalf of and at the expense of the Association, except that the Association shall not be obligated to pay the overhead expenses of the Agent's off-site office, including the salaries, office expenses and other expenses of officers and off-site employees of the Agent. For clarification, postage is always an Association's financial responsibility and is not an overhead expense of Agent. Any payments to be made by the Agent hereunder shall be made out of such sums as are available in the banking or investment accounts of the Association. The Agent shall not be obliged to make any advance to or for the account of the Association or to pay any sum, except out of funds held or provided as aforesaid, nor shall the Agent be obliged to incur any liability or obligation for the account of the Association without assurance that the necessary funds for the discharge thereof will be provided.

ARTICLE IV

The Agent shall deposit all monies collected on behalf of the Association in the Association's bank account, in a federally insured bank of Agent's choice, as directed by the Association. At the direction of the Board a separate interest bearing account shall be maintained in a federally insured bank as the Association's Reserve account. Subdivision reserve accounts will be separate accounts. Any bank charges associated with the Association's account shall be at the sole expense of the Association.

ARTICLE V

This agreement shall commence on _____, 20__ and shall continue for a period of _____ (____) year(s). If neither party has given the other 60 days written notice of its desire to terminate this agreement at the end of any given term, then the term shall be automatically renewed for an additional one year term and such renewals shall continue on a year-to-year basis unless terminated as hereinafter provided.

Upon termination, the contracting parties shall account to each other with respect to all matters outstanding as of the date of termination, and the Association shall furnish the Agent security, satisfactory to the Agent against any outstanding obligations or liabilities, which the Agent may have incurred hereunder.

All records are the property of the Association. Upon termination of this Agreement, the Agent will provide to the Association all the records including correspondence, contracts, procurements, covenant compliance and financial records in an orderly file system.

ARTICLE VI

Notwithstanding the provisions of Article V herein, this agreement may be terminated at any time due to the Agent's breach of this Agreement or its failure to adhere to and follow the provisions as stipulated in the Association's governing and supporting documents as well as the most current Rules and Regulations for Covenant Compliance. Termination may be effectuated upon 30 days written notice. Upon termination, all obligations hereunder shall cease except liabilities or claims which accrued or arose prior to such termination.

ARTICLE VII

For the Agent's services under this agreement, the Agent shall receive the amounts specified in Exhibit "A" attached hereto which amounts shall be payable monthly in advance. By agreement between the Agent and the Board the compensation payable to the Agent may be amended to the amount reflected each year in the operating budget as adopted and approved for the ensuing year. The Agent is authorized and directed to deduct or obtain payment of such compensation when due from the Community's funds regardless of any other payments then required to be made.

(IN WITNESS WHEREOF, the parties hereto have affixed their respective signatures this _____ day of _____, 20____.

ASSOCIATION

By _____ its _____

By _____ its _____

AGENT

By _____ its _____

By _____ its _____

EXHIBIT "A"

Exhibit to the Management Agreement entered into between _____ (Agent)
and _____ (The Association)

1. **Origination Fee:** An origination fee of \$ _____ shall be due and payable upon acceptance of the terms of this agreement; and
2. **Monthly Fee:** \$ _____ per month. The compensation to the management company is due and payable from the first day of each month during the term of this agreement, commencing on _____, 20 _____. Thereafter, the compensation payable under this AGREEMENT shall be increased annually, at the time the annual budget takes effect, at a mutually agreeable amount but in no case shall it be less than the CPI increase, as published by the US Department of Labor.

3. Reimbursable Expenses

3.1 Reimbursable administrative costs are as follows:

Handling outgoing mail	.10 per piece
Copies	.15 per piece
Computer mailing labels	.05 per piece
Storage records of 7 years	\$4 per month
Recording Secretary (2 hr min)	\$45/hour
Fax/email use – First page in/out	.15 per page
Additional pages	.25 per page
Rules violation letters in excess of 25 per month	- \$5 each
Financial reports other than those agreed upon in contract	- \$15 each

- 3.2 On-site inspection for ARC requests or compliance verification- \$50.00 minimum – subject to hourly charge if additional time is required (this fee to be charged to the Association which, in turn, will collect it from the owner).
- 3.3 In case that *extraordinary amounts of time* are required for any other special duties, reasonable additional fees may be negotiated. They are as currently billed as follows, which hourly rate is subject to change without notice, in a reasonable amount:

ADMINISTRATIVE FEES:

Principal/Executive	\$125/hour
Property Manager	\$75/hour
Head Bookkeeper	\$55/hour
Administrative Assistant	\$45/hour
Clerical/Word processing	\$45/hour

Note: all of the above fees shall be billed in one half hour increments and shall include any preparation or travel time necessary to accomplish the task.

- 3.4 Late notices are sent each month to each owner whose payments are in arrears. When an owner is two months in arrears a demand letter giving the owner ten days to pay in full is sent. Late Fees that are charged to Owners and actually collected from owners are split 50% to Agent and 50% to Association. The charge for Late Fees is typically \$35 per month. Charges for delinquency services are currently billed as follows, which hourly rate is subject to change without notice: (these fees are to be charged to the Association which, in turn, will attempt collect them from the owner).

Filing delinquent accounts with a collection attorney	\$25
Returned check administration fee	\$25

3.5 AGENT will attend the Annual Meeting and regularly scheduled Board of Directors meetings not to exceed twelve (12) per year not to exceed two hours in duration per meeting without charge. Agent will attend any additional meetings or conferences for which the Association will reimburse Agent at the hourly rate referenced above, which hourly rate is subject to change without notice.

3.6 Appearance in court in lawsuits, assessment collection or other matters relating to the COMMUNITY or to the ASSOCIATION will be billed to the ASSOCIATION at the hourly rate referenced above, which hourly rate is subject to change without notice. This would include any defense of AGENT as it relates to management of the Association.

3.7 Expenses associated with preparation of payroll checks and filing of all payroll forms shall be charged the Association at cost plus 25% of the gross pay.

3.8 Transfers of ownership, in resales, shall be processed at a fee *chargeable to the Seller/Buyer*. The fee presently being charged by Agent for this service is \$10 per Unit/Lot. Documentation required from the Association for financing or refinancing of Units/Lots shall be prepared by Agent for a fee charged to the Owner. The fee presently being charged for this service is \$50.00 per Unit (Lot). These Fees are subject to change without notice. Mortgage questionnaires or requests for related information must be in writing and are subject to a charge of \$50.00.

3.9 Advising on, assisting with and coordinating amendments of the Declaration, Articles or Incorporation and/or By-Laws shall be subject to an additional charge of \$50 per hour, which hourly rate is subject to change without notice.

3.10 In case that extraordinary amounts of time are required for contract administration or other special duties, reasonable additional fees may be negotiated.

3.11 This Agreement allows for two (2) site visits per month. All other visits at the request of the Board shall be at the hourly rate referenced above, which hourly rate is subject to change without notice.

This Agreement shall constitute the entire agreement between the parties hereto, and no variance or modification thereof shall be valid and enforceable, except by supplemental agreement in writing, executed and approved in the same manner as this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their respective signatures this _____ day of _____, 201__.

ASSOCIATION

By _____ its _____

By _____ its _____

AGENT

By _____ its _____

Management Services Agreement

This agreement is made and entered into by and between _____, A Georgia Non-Profit Corporation (The Association) and _____ (Agent) regarding that certain community known as _____ (The Community).

WITNESSETH:

In consideration of the terms, conditions and covenants hereinafter set forth, the parties hereto mutually agree as follows:

ARTICLE I

The Association hereby appoints the Agent and the Agent hereby accepts appointment, on the terms and conditions hereinafter provided, as exclusive Managing Agent of _____. This association is located in _____, Georgia, and consists of approximately _____ dwelling units and associated common elements, hereinafter called the "Property".

ARTICLE II

The role of the Managing Agent is to implement the decisions and the policy established by the Board of Directors of the Association and in accordance with the governing documents and supporting documents (Board Resolutions, Minutes, etc.). Further, the Agent agrees to adhere to the most current Rules and Regulations for Covenant Compliance as approved by the Board of Directors. A copy of which is attached as Exhibit "B". The Board of Directors of the Association is responsible for the administration of the programs, services, and activities of the Association as established in the founding documents and as amplified or clarified by resolution of the corporation.

The Agent agrees, notwithstanding the authority given the Agent in this Agreement, to confer fully and freely with the board of Directors in the performance of its duties as herein set forth. It is further understood and agreed that the authority and duties conferred upon the Agent hereunder are confined to the common elements as defined in the Declaration. Such authority and duties do not and shall not include supervision or management of the exclusive elements in individual dwelling units, except as authorized by the association documents in emergency cases.

The Agent agrees, with reasonable prior notice, to attend the annual meeting of the Unit Owners and to attend meetings of the Board of Directors, as per Exhibit "A".

Subject to direction by the Board of the Association, the Agent's functions, duties, responsibilities, and authority may include the following:

(a) The Agent shall hire in its own name off-site managerial personnel necessary for the efficient discharge of the duties of the Agent hereunder. Compensation for the services of such employees shall be the responsibility of the Agent.

(b) The Agent will use its best efforts to cause the common areas of the Property to be maintained and repaired according to standards acceptable to the Association. Emergency repairs, involving manifest danger to life or property, or immediately necessary for the Association, or required to avoid suspension of any necessary service to the Property, may be made by the Agent.

Meet our Executive Team



(205) 908-8698
Mark@MegaAgentRentalsAtlanta.com

MARK

Mark Carlisle is a founding partner of the Mega Agent Real Estate Team and Mega Agent Rental Management. Mark is the Qualifying Broker for Mega Agent Rental Management. An extremely strong business background, exceptional real estate knowledge, and compassion explain why so many people have chosen Mark Carlisle as their Realtor® of choice in Greater Birmingham, Alabama for many years.

Mark is a strong believer that his personal priorities that are: God, Family, & Business (in that order!) In his personal time, Mark enjoys spending time with his family, coaching his son's sports teams, and playing sports including golf, tennis, basketball, and softball.

He also enjoys singing and playing the guitar. Mark is an active member of The Church at Brookhills in Birmingham, AL. Mark is married to Crissy Buchanan Carlisle. Mark and Crissy have one son, Nicholas.



(678) 549-4194
Drew@MegaAgentRentalsAtlanta.com

DREW

Drew Brown is a licensed real estate agent and a founding partner of the Mega Agent Rental Management Georgia. Drew is a native of Marietta, Georgia and currently resides in Woodstock, Georgia with his wife Stacy and their two sons.

Drew graduated from Auburn University (B.A., 1998), after college Drew spent 15 years in marketing and sales for businesses in Georgia. Drew was the principal partner in Common Ventures a property management company.