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AMG
ASSOCIATION MANAGEMENT

Steiner Ranch
May 2023

MANAGEMENT AGREEMENT

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ASSOCIATION MANAGEMENT

AMG DIFFERENCE

- Small Manager Portfolios
- Live personnel for all calls
- Fully developed support team to include financial, tech, legal, and administrative
- Association Unique Training Course for all Managers
- Simple contracts – No nickel and diming
- User Friendly homeowner/board software & App based option
- Management services tailored to the needs of your community

SERVICES INCLUDED	FINANCIAL ONLY	LIMITED	FULL SERVICE	LIFESTYLE
Accounting and Financial Assistance	✓	✓	✓	✓
Resale and Transfer Documenting	✓	✓	✓	✓
Billing and invoicing	✓	✓	✓	✓
Monthly Financial Report	✓	✓	✓	✓
Association Meetings		Annually	Quarterly/ Annually	Quarterly/ Annually
Association Updates		Monthly	Weekly	Weekly
Compliance Drives		Monthly	Bi-Weekly	Bi-Weekly
ACC Submissions/ Reviews		✓	✓	✓
Gate/IT Services		✓	✓	✓
Dedicated Community Manager				✓
Dedicated Event Planning				✓

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ASSOCIATION MANAGEMENT

MANAGEMENT AGREEMENT
LIFESTYLE

This Management Agreement (the "Agreement") is entered into this May 18, 2023, by and between Steiner Ranch Master Association, Inc. (hereinafter referred to as "Association") and ALAMO MANAGEMENT GROUP (hereinafter referred to as "Managing Agent"). The Association and Managing Agent will be collectively referred to as the "Parties" for purposes of this Agreement. It is understood and agreed that the Association is the governing organization of Steiner Ranch Master Association, Inc. (hereinafter referred to as "Property"), pursuant to the Conditions, Covenants and Restrictions and the By-Laws of the Association, as amended or supplemented. It is further understood and agreed that the Association is authorized to and desires to employ the Managing Agent for the purpose of managing the operation of the Property, and that the Managing Agent desires to be employed in such a capacity.
Therefore, in consideration of the terms, conditions and covenants set forth herein, the Parties agree as follows:

I. Appointment and Term of Managing Agent; Termination of Agreement

The Association hereby appoints Managing Agent as exclusive agent of the Association to manage the operation of the Property, or any part thereof, for the benefit of all homeowners, upon such terms as are hereinafter set forth. Managing Agent agrees to this appointment and agrees to use due diligence in the performance of its duties and obligations under this Agreement and to maintain adequate staff to do so. This appointment shall be July 1, 2023 (the "Effective Date") and shall continue for a period of one (1) year (the "Initial Term"). This Agreement shall be automatically renewed for consecutive one (1) year periods (each, a "Renewal Term") unless either Party shall give written notice of its intent to terminate this Agreement at least thirty (30) days prior to the expiration of the Initial Term or any subsequent Renewal Term. There will be no increase in the Pricing Schedule depicted on the attached Exhibit "A" for the first Renewal Term. Otherwise, the Managing Agent may update its Pricing Schedule no more frequently than yearly upon written notice to the Association not to exceed a cap limit of 5%. Notwithstanding, either Party may, for any reason, terminate this Agreement by giving thirty (30) days' written notice to the other Party without penalty. In the event of the filing of a petition in bankruptcy or an assignment for the benefit of creditors by or against either Party, the other Party may terminate this Agreement by giving written notice to the other Party. If one Party (the "Non-Breaching Party") believes that the other Party (the "Breaching Party") has materially breached one or more of its obligations under this Agreement, then the Non-Breaching Party may deliver notice of such material breach to the Breaching Party specifying the nature of the alleged breach in reasonable detail (a "Default Notice") in accordance with the Notice requirements set forth in Article VIII of this Agreement. Thereafter, the Non-Breaching Party shall have the right to terminate this Agreement if the breach asserted in such Default Notice has not been cured within thirty (30) days of the service of such Default Notice to the Breaching Party.

II. Services to be Provided by Managing Agent

Managing Agent agrees to provide the following services to the Association:

A. Administrative

1. To maintain all business records for the Association, including minute books;

2. To prepare and mail any correspondence on behalf of the Association, including mailings to the Association membership;

3. To give required notice of all meetings and to prepare meeting packages for distribution to the attendees;

4. To attend called meetings of the Board of Directors twelve (12) per year;

5. To attend the annual homeowners meeting one (1) per year;

6. To process transfer information after the sale of a lot and to send a welcome package or welcome letter to any new homeowner, upon receiving information from the title company, see Exhibit B outlining owner related cost(s); and

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7. To assist in the enforcement of the conditions, covenants, restrictions, rules and regulations of the Association and other governing documents and State and Federal law.

B. Financial

1. To maintain accounting records in accordance with generally accepted accounting principles;

2. To maintain the check register and bank accounts and to make all disbursements, including the preparation of checks from an account of the Association, for normal recurring expenses as provided in the annual budget.

3. To collect monthly dues, special assessments and any other amounts due to the Association;

4. To take necessary action to collect delinquent accounts, in consultation with the Board of Directors, see Exhibit B outlining owner delinquency expense(s);

5. To assess and receive any and all charges, assessments, fees, or rents which may at any time become due to the Association or the Managing Agent;

6. To provide such monthly and year-end financial reports as are requested by the Board of Directors;

7. To assist the Board of Directors in the preparation of an annual budget;

8. To assist the Board of Directors in determining the adequacy of the reserves and in planning for future capital expenditures;

9. To contract for and assist a third-party Accountant in the preparation of annual tax returns for the Association;

10. To contract for and assist a CPA in conducting an audit of the Association records, if requested by the Board of Directors;

11. To offer general professional assistance to the Board of Directors in financial matters;

12. To engage legal representation on behalf of the Association and incur legal fees in furtherance of the legal representation of the Association and the Managing Agent;

13. To record and amend bylaws, declarations, rules and regulations, and any other document which may need to be filed with state and local authorities on behalf of the Association; and

14. To record and amend the Registered Agent records on behalf of the Association with the Secretary of State of Texas.

C. Maintenance

1. To make bi-weekly on-site visits to the community for the purposes of the following:

   a. Inspecting the general condition of the property, both grounds and buildings, and advising the Board of Directors of same;
   b. Supervising and inspecting the performance of contractors for grounds care, maintenance of common areas and specific repairs being made at the instigation of the Association;
   c. Evaluating and tracking overall compliance with the Conditions, Covenants and Restrictions of the Association; and
   d. Assisting in long-range planning for the maintenance of the Property;

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2. To assist with the development of specifications for work to be performed by contractors; obtain bids and to assist the Board of Directors in awarding contracts for such work; verify that the contractors have in place proper permits, licenses and adequate liability and worker's compensation insurance; obtain lien waivers, as necessary, upon completion of work; and inspect the performance of such contractors; and
3. To handle all service requests from the Board of Directors of the Association promptly and courteously, and;
4. Managing agent will purchase, manage inventory, and program access devices. If the Association elects to provide resident(s) and or vendor(s) access device free of charge or at a discount, Association shall pay Managing Agent price listed in Exhibit B for such access device(s).

D. Insurance

1. To assist the Board of Directors in complying with insurance requirements set forth in the Association governing documents;

2. To notify the Board of Directors and applicable insurance carriers in the event of personal injury or property damage, or claims of either; and

3. To coordinate insurance claims between the Association and insurance adjusters.

III. Books and Records

The Managing Agent shall maintain all books, records, documents and accounts relating to the operation of the Association and shall make same available to the members of the Board of Directors of the Association, or their authorized representatives, for inspection during normal business hours with reasonable notice. All such records shall be delivered to the Association within thirty (30) days after the expiration or termination of this Agreement via hard copy and digital.

IV. Custodial Bank Accounts

The Managing Agent shall hold all monies collected by it on behalf of the Association in custodial accounts at Alliance Association Bank, whose deposits are FDIC insured. Such monies shall be maintained separate and apart from any other accounts owned or maintained by the Managing Agent and shall be viewable by the Board of Director(s) at all times. One custodial account shall be maintained for payment of operating expenses, with separate interest-bearing account(s) for capital reserves. The Managing Agent shall be authorized to act on behalf of the Association with respect to any disbursement or expenses due by the Association.

V. Compensation of Managing Agent; Expenses

As compensation for performing the services described herein, the Association agrees pay Managing Agent monthly on the first of the month in accordance with the following:

1. The Pricing Schedule attached as Exhibit "A."
2. Reimbursement for actual expenses incurred by the Managing Agent on behalf of the Association, including but not limited to photocopies, supplies, and postage in accordance with the rates depicted on the Pricing Schedule;
3. Administrative or special fees assessed for the collection of delinquent accounts by the Managing Agent against homeowners of the Association, as deposited into the Association's custodial account but due to the Managing Agent.

Managing Agent shall provide receipts and invoices for actual expenses incurred on the first day of each month for expenses from the previous month. Reimbursement for expenses shall be paid to Managing Agent by the first day of the month following receipt of receipts and invoices.
Managing Agent reserves the right to charge the hourly rate listed in Exhibit A for additional work outside the work which is routine to include request for additional meetings. Managing Agent will notify Association when Association is exceeding routine workload.

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VI. Limitation of Authority

The authority and duties conferred on the Managing Agent are limited to those set forth in the Covenants, Conditions and Restrictions and the By-Laws of the Association, as amended or supplemented. The Association shall notify the Managing Agent if the authority and duties conferred on the Managing Agent changed during the course of this Agreement. The Managing Agent shall comply with all federal, state and local requirements for licensing and permits for its performance of all services on behalf of the Association.

VII. Liability of Managing Agent

Association shall indemnify, defend, and hold Managing Agent and its assignees, agents, officers and employees harmless from and against any claims, suits, proceedings, costs, liabilities, expenses (including court costs and reasonable legal fees), or damages ("Claims") to real or tangible personal property and/or bodily injury to persons, including death, arising from or related to this Agreement, including, but not limited to, the negligence or willful misconduct of Association. Such duty to indemnify, defend and hold harmless Managing Agent and its assignees, agents, officers and employees shall not apply to Claims arising from the willful, intentional or grossly negligent conduct of Managing Agent. Managing Agent shall indemnify, defend, and hold Association and its assignees, successors, agents, officers, board members, committee members, and employees harmless from and against any claims, suits, proceedings, costs, liabilities, expenses (including court costs and reasonable legal fees), or damages ("Claims") to real or tangible personal property and/or bodily injury to persons, including death, arising from or related to this Agreement, including, but not limited to, the negligence or willful misconduct of Managing Agent. Such duty to indemnify, defend and hold harmless Association and its assignees, successors, agents, officers, board members, committee members and employees shall not apply to Claims arising from the willful, intentional or grossly negligent conduct of Association.

VIII. Notice

Any notice required or permitted to be served hereunder shall be made by registered mail, return receipt requested, or in person as follows:

To the Association: President – Steiner Ranch Master Association, Inc.
Attn: President of the Board of Directors
12550 Country Trails Ln
Austin, TX 78732

To the Managing Agent: ALAMO MANAGEMENT GROUP
Attn: David Mercado
2611 N. Loop 1604 W, Suite 100
San Antonio, TX 78258

Either Party may change the address for notice by giving notice to the other party. Notice served by mail shall be deemed to have been served five days after deposit in the U. S. mail.

IX. Binding Effect; Assignability

This Agreement shall be binding upon and inure to the benefit of both the Association and the Managing Agent, and their successors and assigns.

XI. Force Majeure

No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other Party hereunder, when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not),

terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority or national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; or (i) shortage of adequate power or transportation facilities; or (j) epidemic or pandemic declared by the government; (k) other events beyond the reasonable control of the Party affected by the Force Majeure Event. The affected Party shall give notice as soon as reasonably possible of the applicability of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue.

The affected Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the cause. If the affected Party's failure or delay remains uncured for a period of thirty (30) days following written notice given by it pursuant to the notice provisions in this Agreement, the other Party may thereafter terminate this Agreement upon ten (10) days' written notice.

X. Legal Action; Governing Law; Venue; Jury Waiver

THIS AGREEMENT AND THE LEGAL RELATIONS AMONG THE PARTIES SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISIONS TO THE LAWS OF ANOTHER JURISDICTION. ALL OF THE PARTIES HERETO CONSENT TO THE EXERCISE OF JURISDICTION IN PERSONAM BY THE COURTS OF THE STATE OF TEXAS FOR ANY ACTION ARISING OUT OF THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS. ALL ACTIONS OR PROCEEDINGS WITH RESPECT TO, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, RELATED TO, OR FROM THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS SHALL BE EXCLUSIVELY LITIGATED IN COURTS HAVING SITUS IN SAN ANTONIO, BEXAR COUNTY, TEXAS. EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

XI. Entire Agreement; Effect of Partial Invalidity

This Agreement shall constitute the entire Agreement between the contracting parties, and no variance or modification thereof shall be valid and enforceable, except by an Agreement in writing executed by both Parties. In the event that any section or provision of this Agreement be rendered void, invalid or unenforceable by a court of competent jurisdiction, such determination shall not void, invalidate or render unenforceable the remaining sections or provisions hereof. In the event that any section or provision hereunder conflicts with the terms and conditions of the Conditions, Covenants and Restrictions and the By-Laws of the Association, as amended or supplemented, the latter shall control.

XII. Additions to Contract

Current Grand Manors staff at SMRA:
AMG to offer and adopt current SRMA/Grand Manors staff as follows:
Rafael Echazarreta (maintenance supervisor/maintenance) and Samantha Dominguez (assistant manager)
-waive healthcare waiting period for AMG adopted staff. Healthcare will be available per 1st day of contract.

General employee's specifications:
-Zachary Dulevitz will be our Dedicated Community Manager
- staff salaries, bonuses, and all areas pertaining to human resources shall be responsibility of AMG. Board will provide feedback and concerns to AMG assigned representative.

<u>Included Services</u>
- annual review of performance and contract with board and AMG executives within the first two weeks of October
-12 regular board meetings and one annual meeting to be included.
- AMG to be present at Social Events by sending 1-2 employees or Executive persons to answer questions & interact with homeowners and perform general management tasks
- all board members to receive standard onboarding training for current and new members throughout the contract

- to schedule yearly safety inspections of all amenities to be paid by HOA
- provide maintenance schedules to board for review and updated
-inform board of emergencies ASAP
- organized information retention (i.e.: inventory of storage facilities, manuals and warranties, logins and instructions for accessing all data and community technology) that can be easily accessed by board members at any time

-AMG and SRMA agree to mutual confidentiality
- grace period for 1st Homeowners' dues (term 7/1/23-12/31/23). No fees/late charges to be charged until Oct 1, 2023.

In Witness Whereof, the parties hereto have executed this Agreement on the day and year first above written.

ALAMO MANAGEMENT GROUP

By: DocuSigned by: David Mercado
David Mercado, Managing Agent Representative

Steiner Ranch Master Association, Inc.

By: DocuSigned by: Amy Yukich
Board President Amy Yukich

By: DocuSigned by: Rachel McGilvray
Board Secretary Rachel McGilvray

Initials DS AY

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ASSOCIATION MANAGEMENT

Exhibit A
Alamo Management Group
Pricing Schedule

Management Services	Terms agreed to in contract Full-Service	$22,500.00	**Per Month**
Supplementary Board Meetings	Board meetings in excess of the number agreed upon in the contract	$95.00	**Per hour**
Transition/ Account set up Services	One-time account set up fee	~~$550.00~~	~~**One-time**~~ **WAIVED**

Service	Cost
Community correspondence/ Mail Outs	$1.89 (includes postage, envelope and 2 copies/sheets, additional copies $0.10 each)
MICR/Postage/envelope	$1.75 (includes check-paper, envelope and postage)
Return Check Processing Fee	$30.00
Printing	$0.25 per sheet
Envelope	$.10 per
Management Certificate Transfer	$125.00 (onetime fee during onboarding)
Violation Letter	$2.25
Certified Letter	$13.50
Box Storage	$2.50 per unit/ per month
Additional Service Time, Outside Routine Service	$95.00 per hour
Document Digitization	Agreed upon by both parties
ACC Submissions	FREE- All vetted by AMG, prior to forwarding to the ACC committee

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Gate Placard (Gated Associations Only)	$14.50
Tech Fee – Homeowner & Board Portal	~~$70.00 per month~~ Included with Full-Service Agreement

Exhibit B

Alamo Management Group

Pricing Schedule

Owner Expenses

Service	Cost
Administrative Fee	$25.00 assessed to owners for collection of delinquent accounts
Gate Access Card	$25.00 assessed to owners for purchase/ replacement of gate access cards
Gate Access Remote	$50.00 assessed to owners for purchase/ replacement of gate access cards
Resale Package	$250.00 buy/sell related cost
Transfer Fee	$250.00 buy/sell related cost
Statement of Account	$100.00 buy/sell related cost
Order Certificate of Insurance	$75.00 buy/sell related cost
Questionnaire	$185.00 buy/sell related cost
Owner Verification Fee also referred to as Title Search	$50.00 assessed to delinquent owners 90 days delinquent
ACC Submissions	FREE- All vetted by AMG, prior to forwarding to the ACC committee

Owner expenses outlined in Exhibit B are subject to change based on operating costs.

- Contract Includes a dedicated Community Manager, dedicated Assistant Community Manager, and a dedicated Maintenance Man.
- Staff would be onsite.