

## MANAGEMENT AGREEMENT

This agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the unit owners' association known as \_\_\_\_\_ HOA (The "Association"), which is established in accordance with the laws of the State of California, for the property located at \_\_\_\_\_, Pasadena, CA. (the "Property"), and BEVEN & BROCK PROPERTY MANAGEMENT COMPANIES, INC (the "Agent").

### AUTHORITY OF THE AGREEMENT

The Board of Directors of the Association (the "Board"), on behalf of the Association, hereby appoints Agent to manage the Property, and Agent accepts appointment to manage the Property.

The parties further agree as follows:

### Section 1 TERM OF AGREEMENT

The Board appoints Agent exclusively to manage the Property beginning \_\_\_\_\_, 2015, and thereafter either party may cancel contract on thirty days written notice. Unless changed or terminated by written notice, the contract will automatically renew at the end of each month.

### Section 2 SERVICES OF AGENT

Agent shall manage the Property to the extent, for the period, and upon the terms of this Agreement. Agent shall perform the following services in the name of and on behalf of the Association, and the Association hereby gives Agent the authority and powers required to perform these services.

#### 2.1 COLLECTION OF ASSESSMENTS

Agent shall collect all monthly assessment fees and other assessments and other monies that are due the Association with respect to the Property. HOWEVER, Agent shall have no authority or responsibility to collect delinquent assessments or other charges except to send notices of delinquency. Reasonable charges for additional work required of Agent related to filing liens or other collection procedures will be charged to the delinquent homeowner's Association account. Agent is not a law firm, and therefore will not represent Association in court.

#### 2.2 RECORDS OF INCOME AND EXPENDITURES

Agent shall maintain records of all dues and assessment income and operating expenses relating to the Property, and shall submit to the Association on or before the 20th day of the following month, a statement of receipts and disbursements for the preceding month, including a statement of the balance in the operating account for the Property.

Agent shall store original invoices and other files and records for a maximum of four years. The association shall be responsible for storing records after four years.

#### 2.3 PREPARATION OF ANNUAL BUDGET

Ninety days prior to the beginning of each fiscal year, which begins on January 1, Agent shall prepare and submit to the Board a preliminary draft of the Annual Budget for the next year showing anticipated income and expenses for such year. This draft will be based upon projections from current year-to-date income and expenses.

#### 2.4 SUBMISSION OF ANNUAL REPORT

Within twenty days of the end of each fiscal year, Agent shall submit to the Association an Income Statement summarizing all receipts and disbursements relating to the Property for the preceding year. HOWEVER, submission of such annual report shall not be construed to require Agent to supply an audit or

review. Any audit or review required by corporation law or the Association shall be prepared at the Association's expense by an auditor(s) of its selection.

## **2.5 MAINTENANCE OF COMMON ELEMENTS**

Subject to the direction of the Board, at the expense of the Association and in accordance with the Association's approved budget, Agent shall cause the existing common elements of the Property to be maintained according to guidelines and specifications provided by the Association.

Agent shall not be expected to provide technical or mechanical advice relative to the maintenance needs of the Association. The Association may be directed by Agent as the need arises to retain independent expertise to advice on appropriate repairs as needed. The Agent will assist Association in locating appropriate expertise. It is strongly recommended that maintenance projects in excess of \$25,000.00 have professional specifications written by an independent consultant with expertise in the appropriate trade and contracts awarded with the advice and counsel of the consultant.

Agent will request bids from a minimum of two and not more than three vendors for required work pursuant to written instruction or resolution of the Board of Directors for work expected to be over \$600.00. Bids for items which the Board requests that are in the Agent's reasonable discretion likely to cost less than \$600.00 will not be let out for bid, and Agent shall be under no duty to solicit bids for those items. Should the Board wish for Agent to solicit bids for an item costing less than \$600.00, Agent shall be entitled to an hourly fee of \$65.00 per hour.

Agent is not expected to provide on-site, day-to-day supervision of vendors or suppliers. Final authority for determining the adequacy or effectiveness of any vendor, service, or product will be retained by the Association.

Unless agreed in writing to the contrary, Association agrees to pay for all repairs and maintenance to the property. If it is subsequently determined that the repair or maintenance should be the responsibility of an individual homeowner, the Association will pay the invoice and will direct Agent to charge that homeowner's account.

Emergency (after-hours) response calls: The response to after-hours and weekend emergency calls are provided by independent contractors. Every effort will be made to resolve emergencies over the phone thus saving the cost of after-hours site visits. The cost per call will be \$10.00 which is paid to the independent contractor.

## **2.6 UTILITIES AND SERVICES CONTRACTS**

Subject to the direction of the Board and on behalf of the Association, Agent shall negotiate contracts for gardening, pool, janitorial, and such other services as may be necessary or advisable for the common elements of the Property. All such contracts and purchases shall be executed in the name of the Association by its Board of Directors and at its expense.

## **2.7 PAYMENT OF EXPENSES**

Agent shall process payments for all expenses of maintaining and operating the Association. All payable items for the benefit of the Association shall be approved by the Association Treasurer or other designated officer prior to payment.

The Agent does not maintain fidelity insurance for the operating or reserve funds of the association as Agent has no signing capacity on association accounts.

## **2.8 RECORDS OF INSURANCE**

Agent shall maintain appropriate records of all insurance coverage for the Property carried by the Association as specified in paragraph 10.2. Agent shall cooperate with the Board in investigating and reporting all accidents or claims for damage relating to the ownership, operation, and maintenance of the common elements of the Property, including any damage or destruction to them.

## **2.9 TAX FILING ON VENDORS**

Agent shall provide the service of preparing and mailing the 1099 tax forms to any unincorporated vendor who earn more than \$600.00 during calendar years for which Agent has maintained records for twelve months.

## **Section 3 LIMITATION ON EXPENDITURES BY AGENT**

In discharging its responsibilities under section 2 of this Agreement, Agent shall not make any unbudgeted expenditures or incur any nonrecurring contractual obligation exceeding \$500.00 without the prior consent of the Association through the Board. HOWEVER, no such consent shall be required to repay any advances made by Agent under the terms of section 5. Notwithstanding these limitations, Agent may, on behalf of the Association and without prior consent of the Board, expend any amount or incur a contractual obligation in any amount required to deal with conditions which may, in the judgement of the agent, involve imminent harm to person(s) or property, or which may threaten the suspension of any necessary service to the Property. Agent is not authorized to enter into any binding contracts or agreements on behalf of the Association.

In the event that costs are incurred and it is subsequently determined that some or all of these costs are attributable to individual unit(s), the cost will be paid by the Association. At the Association's discretion, such charges may be billed to the owner(s) of the individual unit(s).

## **Section 4 AGENT NOT RESPONSIBLE FOR MAINTENANCE OF INDIVIDUAL UNITS**

Agent shall have no authority or responsibility for maintenance or repairs to individual units in the Property. Such maintenance and repairs shall be the responsibility of the owners individually.

## **Section 5 DISPOSITION OF FUNDS**

Agent shall, on behalf of the Association, deposit collections and pay expenses of the Property as stated below.

### **5.1 DEPOSIT OF COLLECTIONS**

Agent shall deposit all monies collected on behalf of the Association in a bank or other financial institution, selected by Agent, whose deposits are insured by the federal government or such other depository as directed by the Association in writing. The funds of the Association shall at all times be maintained separate and apart from Agent's own funds and from the funds of any others. Association's designees shall be the only parties authorized to draw upon such accounts. Agent shall not be held liable in the event of bankruptcy or failure of such depository.

### **5.2 PAYMENT OF EXPENSES**

Agent shall pay all expenses of operation and management of the Property from the Association's funds held in account by Agent.

### **5.3 AGENT NOT REQUIRED TO ADVANCE FUNDS**

Agent shall have no obligation to advance funds to the Association for any purpose whatsoever. Any funds advanced to the Association by Agent shall be repaid to Agent immediately from the Association's funds.

### **Section 6 ATTENDANCE AT MEETINGS**

Agent, or a designated employee or other representative of Agent, shall not attend regular meeting(s) of the Board except as indicated herein as follows:

Agent or its designated representative shall attend other meetings of the Board or of the Association as requested, provided that the Association shall pay Agent \$65 per hour, or portion thereof, for that individual's attendance at each meeting and that reasonable notice of such meetings is given. Agent or its representative shall be custodian of the official records of the Board and the Association. HOWEVER, neither Agent nor its representative shall be required to record the minutes of such meetings.

The Agent will not be expected to serve as the required Inspector of Elections (IOE) except by separate agreement with the Association. The Association may utilize third party election inspectors, or perform those functions with eligible volunteer owners. The Association will be responsible for all expenses of the annual meeting including IOE duties, room rental or refreshment expense.

### **Section 7 BOARD MEMBERS TO DEAL WITH AGENT**

The Board shall be designated to deal with Agent on any matter relating to the management of the Property. Agent shall not accept directions or instructions with regard to the management of the Property from anyone else.

Agent shall receive communications and directions from any Association director and shall act with the assumption that said director is acting on behalf of the entire Board. Should a conflict arise between directors, Agent shall consider the President as the representative of the Association with authority to act on behalf of the Association. Should the President be unavailable to resolve such a conflict, then the Vice President shall serve in this capacity. Agent may, but is not required to, submit any matter, direction, instruction or the like to the Board of Directors and shall then follow the direction of the Board of Directors.

### **Section 8 LIMITATION OF AGENT'S AUTHORITY AND RESPONSIBILITY**

Agent may be required to perform additional services beyond the scope of these services or services which could not have been anticipated at the time this contract was entered into. Such as:

#### **8.1 STRUCTURAL/ARCHITECTURAL DETAIL CHANGES OR ADDITIONS OR ENHANCEMENTS, AND REPAIRS RELATED TO DESIGN OR CONSTRUCTION DEFECTS, FIRE, FLOOD, EARTHQUAKE, OR THE LIKE. DEFERRED MAINTENANCE. RECORD REQUESTS.**

As there is no means available to predict the quantity of this sort of work and/or involvement in advance, Agent shall have no authority or responsibility to make or participate in the making of any structural or architectural detail changes or additions or enhancements or for repairs related to design or construction defects, for damage and insurance claims related to fire, flood, earthquake, or the like, or for the correction or elimination of deferred maintenance.

On request, Agent will solicit bids for such structural or architectural detail changes or additions or enhancements or for repairs related to design or construction defects, or the effects of fire, flood, earthquake, or the like, (including insurance claims) based on specifications (size, style, color, location, method of installation, etc.) and vendor lists or designated supplier provided by the association, or for the time spent to correct or eliminate deferred maintenance at the rate of \$65 per hour.

Agent has substantial resource material on products and services which is available to all board members during our normal business hours. Any research or other participation requested of agent related to structural or architectural detail changes or additions or enhancements or for repairs related to design or construction defects or for the elimination or correction of deferred maintenance will be done at the rate of \$65 per hour.

For clarification, architectural detail changes or additions or enhancements generally involve those structures, products, or situations wherein choices of specific style, size, type or color of finish, quality, quantity, or method and location of installation may require artistic and/or aesthetic determinations.

Agent will be available to offer general advice and direction, but will not be expected to offer judgmental determinations regarding structural or architectural detail changes or additions or enhancements or regarding repairs related to design or construction defects. Upon request by the association, Agent will endeavor to refer the Association to consultants with the expertise required by the particular situation.

Agent will not be expected to negotiate with city, county, state, or other governmental agency, contractors, developers, owners of adjoining properties, or the like, on behalf of the Association, for construction permits or variances or other permission required to perform structural or architectural changes or additions or enhancements or for repairs related to design or construction defects, or for damage resulting from fire, flood, earthquake, or the like, or for such permits, variances, or other permission required to perform ordinary maintenance or repairs to the common areas.

Any research or other participation requested of agent related to record requests, permits, variances, or permission required to complete structural or architectural detail changes or additions or enhancements or for repairs related to design or construction defects or required to complete ordinary maintenance or repairs, or to eliminate or correct deferred maintenance to the common areas will be done by agent at the rate of \$65 per hour.

## **8.2 BUILDING COMPLIANCE**

Agent shall not be responsible for the compliance of the Property or any of its equipment with the requirements of any building codes or with any statutes, ordinances, laws, rules, or regulations (including those relating to the existence and disposal of solid, liquid, and gaseous wastes, and toxic or hazardous substances) of any city, county, state, or federal governments or agencies, or any public authority or official thereof having jurisdiction over it. HOWEVER, Agent shall notify the Association promptly or forward to the Association promptly any complaints, warnings, notices, or summonses received by Agent relating to such matters. The Association represents that to the best of its collective knowledge the Property complies with all such requirements, and the Association authorizes Agent to disclose the ownership of the Property to any such officials and agrees to indemnify, defend, and hold Agent, its representative, servants, and employees, harmless of and from all loss, cost, expense, and liability whatsoever which may be imposed on them by reason of any present or future violation or alleged violation of such laws, ordinances, rules, or regulations.

## **8.3 AGENT ASSUMES NO LIABILITY**

Agent assumes no liability whatsoever for any acts or omissions of the Board or the Association, or any previous boards or current or previous owners of the Property, or any previous management or other agent of either. Agent assumes no liability for any failure of or default by any individual unit owner in the payment of any assessment or other charges due the Association or in the performance of any obligations owed by any individual unit owner to the Association. Agent likewise assumes no liability for any failure of or default by

concessionaires in any rental or other payments to the Association. Nor does Agent assume any liability for previously unknown violations of environmental or other regulations which may become known during the period this Agreement is in effect. Any such regulatory violations or hazards discovered by Agent shall be brought to the attention of the Association in writing, and the Association shall promptly cure them.

#### 8.4 ASSOCIATION RECEIPT OF AGENT DISCLOSURE REQUIREMENTS

Association acknowledges receipt of the following items prior to signing this agreement: Certification status of all managers and principals of Agent, and a statement of ownership and relevant licenses and certifications pertaining to the owners of Beven & Brock.

#### 8.5 NEW LEGAL REQUIREMENTS OR REGULATIONS

Agent shall be compensated as appropriate and necessary in providing services to Association to comply with duties mandated by Federal, State or local entities, such as mailings, disclosures, record inspections by owners, duties related to elections and other similar functions which may now be in effect or may added in the future. There is no additional charge for annual disclosures, except copying and postage.

### Section 9 AGENT'S COMPENSATION

Agent shall be compensated for specific services as stated below.

#### 9.1 FOR MANAGEMENT SERVICES

The Association shall pay Agent a management fee of \$ \_\_\_\_\_ per month.

#### 9.2 FOR CLERICAL AND POSTAGE EXPENSES

The Agent will mail, at Agent's expense, copies of written material provided to Agent for inclusion in the monthly dues mailing. The Agent will include up to 1 oz. of postage.

For clarity, there is no charge for standard-form mailings to individuals or small groups of individual owners. Any mailings, to all owners, which may include preparation of notices, mailing of State-required annual disclosures, and typing of minutes or other documents, which are distributed to all owners, will be charged to the Association at the rate stated below, plus postage.

Copying:	.08 per page
Typing:	\$18.00 per page
Collating/Stapling:	.05 per set

### Section 10 OBLIGATIONS OF THE ASSOCIATION

The Association shall insure the Property, Agent, and itself against liability and bear the expense of any and all litigation against the Property, Agent, and the Association as stated below. In addition, the Association shall provide for an initial deposit and contingency reserve and, through its Board, approve an Annual Budget for the Property.

## **10.1 INDEMNIFICATION AND EXCULPATORY PROVISIONS**

The Association shall indemnify, defend, and save Agent harmless from all suits or other claims including but not limited to, claims brought by third parties alleging any negligence of Agent or its employees in connection with the Property or the management thereof and from any liability for damage to property and injuries to or death of any employee or other person. The Association shall pay all expenses incurred by Agent including, but not limited to, Agent's time to prepare and defend against such claims, all attorneys' fees, costs and expenses in representing Agent in regard to any claim, proceeding or suit involving the alleged negligence of Agent or its employees in connection with or arising out of management of the Property. However, the Agent will be responsible to the Association for any such expenses in the event that Agent is finally adjudged to have performed in a grossly negligent capacity, and that Agent's gross negligence was the major contributing factor to such damage to property, injury or death to such employee or other person. Payment of such sums by Agent shall not be a precondition to the enforcement of this indemnification provision.

Agent shall also be held harmless and indemnified by the Association from any claim brought by the Association for breach of contract and/or negligence in connection with Agent's performance hereunder. This provision shall not apply, however, in the event Agent is finally adjudged to have performed in a grossly negligent capacity hereunder. By placing his or her initials below this paragraph, the parties acknowledge that they have read, understood and agreed to the provisions of this Paragraph 10.1.

\_\_\_\_\_  
Agent Initials

\_\_\_\_\_  
Association Initials

## **10.2 ESTABLISH AND MAINTAIN LIABILITY INSURANCE**

The Association shall carry at its own expense public liability, boiler, fire and extended coverage, elevator liability (if elevators are part of the equipment of the Property), and workers' compensation insurance, and such other insurance as may be necessary or appropriate. The Association shall bear full responsibility for maintaining the policy in force at all times during the course of this agreement. Such insurance policies shall name both the Association and Agent as insureds, and their coverage shall be adequate to protect the interests of both parties, in form, substance, and amounts reasonably satisfactory to Agent. The Association shall provide Agent with certificates evidencing such insurance or with duplicate copies of such policies within 10 days from the date of execution of this Agreement. Said policies shall provide that notice of default or cancellation shall be sent to Agent as well as to the Association and shall require a minimum of 30 days' written notice to Agent before any cancellation of or changes to said policies. The Association will at all times provide adequate funds in its operating account to pay for insurance on the property in addition to all other anticipated expenses. Any failure by the Association to continuously provide such funds in its operating account will fully relieve Agent of any responsibility to pay insurance premiums for the Association.

### **10.3 PAY ALL EXPENSES OF ANY LITIGATION**

The Association shall pay all litigation-related expenses incurred by Agent in the course of its agency relationship with the Association. Such expenses will include, but are not limited to Agent's costs and time to prepare and defend; any liability, fines, penalties, or the like; settlement amounts; and attorneys' fees for counsel employed to represent Agent. HOWEVER, the Association shall not be responsible to Agent for any such expenses in the event Agent is finally adjudged to have personally, and not in a representative capacity, violated any law, governmental regulation, or the ethical standards of the Institute of Real Estate Management or of the Community Associations Institute. Nothing contained in this Agreement shall obligate Agent to employ or recommend the employment of legal counsel to represent the Board or the Association in any such proceeding or suit.

### **10.4 PROVIDE FOR INITIAL DEPOSIT AND CONTINGENCY RESERVE**

For purposes of opening the operating checking account, the Association shall remit to Agent the sum of \$1000.00 immediately after signing this agreement. Said funds are to be deposited in the account established for the Association pursuant to paragraph 5.1.

### **10.5 APPROVE ANNUAL BUDGET**

Within thirty (30) days of receipt of the recommended Annual Budget prepared by Agent, the Board shall either approve the budget as submitted or provide Agent with written notice setting forth those items which are unacceptable to the Board or provide agent with written notice advising Agent what additional information is required. Failure to provide such notice to Agent within said thirty (30) day period shall be deemed as approval of the Annual Budget by the Board. Upon approval, Agent shall be authorized to operate and manage the Property in accordance with the Annual Budget.

## **Section 11 TERMINATION**

Agent shall have the right to cancel this Agreement at any time in the event that any insurance required of the Association is not maintained without any lapse. Agent shall also have the right to cancel this Agreement at any time in the event it is alleged or charged that the Property or any equipment therein or any act or failure to act by the Board or the Association with respect to the hiring of employees to manage it fails to comply with or is in violation of any requirement of any constitutional provision, statute, ordinance, law, or regulation of any governmental body or any order or ruling of any public authority or official thereof having or claiming to have jurisdiction over it, and Agent in its absolute discretion considers that the action or position of the Association or the Board with respect thereto may result in damage or liability to Agent, or disciplinary proceeding with respect to Agent's license. Agent shall provide written notice to the Association of its election to terminate this Agreement, in which case termination shall be effective upon the service of such notice. The Association has the right to immediately terminate the contract upon any violation of this agreement by manager, including without any limitation any unauthorized use of Association funds, payment of invoices not authorized by the Agreement.

Upon termination of or withdrawal from this Agreement by either party, the Association shall assume the obligations of any contract or outstanding bill executed by Agent under this Agreement for and on behalf of the Association and responsibly for payment of all unpaid bills.

## **Section 12 RELATIONSHIP OF AGENT TO THE ASSOCIATION**

The relationship of the parties to this Agreement shall be that of Principal and Agent, and all duties to be performed by Agent under this Agreement shall be for and on behalf of, in the name of and for the account of the Association. In taking any action under this Agreement, Agent shall be acting only as Agent for the Association, and nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship between the parties to this Agreement except that of principal and Agent, or as requiring Agent to bear any portion of losses arising out of or connected with the

ownership or operation of the Property. Nor shall Agent at any time during the period of this Agreement be considered a direct employee of the Association. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement, except that Agent is authorized to act with such additional authority and power as may be necessary to carry out the spirit and intent of this Agreement.

### **Section 13 INDEMNIFICATION SURVIVES TERMINATION**

All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require the Association to have insured or to defend, reimburse, or indemnify Agent shall survive any termination; and if Agent is or becomes involved in any proceeding or litigation by reason of having been the Association's Agent, such provisions shall apply as if this Agreement were still in effect.

### **Section 14 HEADINGS**

All headings and subheading employed within this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

### **Section 15 FORCE MAJEUR**

Any delays in the performance of any obligation of Agent or Association under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, government regulations, riots, adverse weather and other similar causes not within the control of Agent, and any time periods required for performance shall be extended accordingly.

### **Section 16 COMPLETE AGREEMENT**

This Agreement, including any specified attachments, constitutes the entire agreement between the Association and Agent with respect to the management and operation of the Property and supersedes and replaces any and all previous management agreement entered into or/and negotiated between the Association and Agent relating to the Property covered by this Agreement. Except for changes to the management fee which shall be done by thirty day notice, no change to this Agreement shall be valid unless made by supplemental written agreement. Except as otherwise proved herein, any and all amendments, additions or deletions to this Agreement shall be null and void unless approved by the Association and Agent in writing. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein, and that each party, in entering into and executing this Agreement, has relied upon no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein.

### **Section 17 RIGHT CUMULATIVE; NO WAIVER**

No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement.

The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties to it may be exercised from time to time and as often as may be deemed expedient by those parties.

### **Section 18 APPLICABLE LAW AND PARTIAL INVALIDITY**

The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of California. If any part of this Agreement shall be declared invalid or unenforceable, the remaining parts will continue in full force and effect.

**Section 19 NOTICES**

Any notice required or provided for in this Agreement shall be in writing and shall be addressed as indicated below or to such other address as Agent or the Association may specify hereafter in writing.

**19.1 TO AGENT: BEVEN & BROCK, 99 S. Lake Ave. #100 , PASADENA, 91101**

**19.2 TO THE ASSOCIATION**

**President of the Board**

**19.3 DELIVERY OF NOTICES**

Notices or other communications between the parties to this Agreement may be mailed by United States registered or certified mail, return receipt requested, postage prepaid, and may be deposited in a United States Post Office or a depository regularly maintained by the post office. Such notices may also be delivered by hand or by any other receipted method or means permitted by law. For purposes of this Agreement, notices shall be deemed to have been "given" or "delivered" upon personal delivery thereof or forty-eight (48) hours after having been deposited in the United States mails as provided herein.

**Section 20 AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Agent and the heirs, administrators, successors, and assigns of the Association. Notwithstanding the preceding sentence, Agent shall not assign its interest under this Agreement except in connection with the sale of all or substantially all of the assets of its business. In the event of such sale, Agent shall be released from all liability under this Agreement upon the express assumption of such liability by its assignee. Further in the event of such sale Agent shall provide thirty days written notice to the Association. In any case Association shall reserve the right to approve said assignment and deny for acceptance for reasonable cause.

**SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures.

Date: \_\_\_\_\_

For the Board of Directors

\_\_\_\_\_  
Association President

For BEVEN & BROCK PROPERTY MANAGEMENT COMPANIES, INC Beven & Brock

\_\_\_\_\_  
David Brock, President

## **DISCLOSURE PERTAINING TO MANAGER CERTIFICATION**

UPDATED: January 1, 2015

The following managers are certified.

### **C. Finley Beven**

Certified by CACM, on May 20, 1993, and the status is Emeritus and current. CACM is located at 23461 So. Pointe Dr., Suite 200, Laguna Hills, CA. 92653; Phone: 949- 916-2226.

### **David Brock**

Certified by CAI, with a PCAM designation on October 1, 1990, and the status is valid until 8/1/2015. CAI is located at 6402 Arlington Blvd, Suite 500, Falls Church, VA 22042. Phone: 888 224-4321.

### **Paul Cannings**

Certified by CACM, on July 1, 2003, and the status is current. CACM is located at 23461 So. Pointe Dr., Suite 200, Laguna Hills, CA. 92653; Phone: 949- 916-2226.

### **Laura Garbo**

Certified by CACM, on July 11, 2003, and the status is current. CACM is located at 23461 So. Pointe Dr., Suite 200, Laguna Hills, CA. 92653; Phone: 949- 916-2226.

### **Lori Lacher**

Certified by CACM, on July 11, 2003, and the status is current. CACM is located at 23461 So. Pointe Dr., Suite 200, Laguna Hills, CA. 92653; Phone: 949- 916-2226.

### **Juanita Flores -**

Certified by CACM, on July 19, 2004, and the status is current. CACM is located 23461 So. Pointe Dr., Suite 200, Laguna Hills, CA. 92653; Phone: 949- 916-2226.

### **Marilyn Howald -**

Certified by National Board of Certification for Community Association Managers since September 1, 1996, and the status is current. CAI is located at 225 Reinekers Lane, Suite 300, Alexandria, VA 22314-2875, Phone: 703 548-8600.

### **Vianna Boettcher**

Certified by CACM, in January, 2006, and the status is current. CACM is located at 23461 So. Pointe Dr., Suite 200, Laguna Hills, CA. 92653; Phone: 949- 916-2226.

### **Sue Threadgill**

Certified by CACM, since March 20, 2003, and the status is current. CACM is located at 23461 So. Pointe Dr., Suite 200, Laguna Hills, CA. 92653; Phone: 949- 916-2226.

### **Roman Esparza**

Certified by CACM, since February 3, 2009, and the status is current. CACM is located at 23461 So. Pointe Dr., Suite 200, Laguna Hills, CA. 92653; Phone: 949- 916-2226.

**Managers who are currently not certified, but in process: Laura Aguilar, Tricia Ford.**

## MANAGING AGENT DISCLOSURE

### **C. Finley Beven**

**Percentage of ownership: 50%**

99 S. Lake, #100  
Pasadena, C A. 91101

#### **Licenses held:**

Department of Real Estate - Brokers License; Dates: 12/20/2004 to 12/20/ 2008

#### **Designations/Certifications held:**

CPM - (Certified Property Manager), Institute of Real Estate Management  
Dates: 6/28/87 to current

CCAM - (Certified Community Association Manager) - California Association of  
Community Managers (CACM); dates valid: 5/20/93 to current.

### **David F. Brock**

**Percentage of ownership: 50%**

99 S. Lake, Suite 100,  
Pasadena, CA. 91101

#### **Licenses held:**

Department of Real Estate – Brokers License: 00644454

#### **Designations/Certifications held:**

PCAM - (Professional Community Association Manager); Community Associations  
Institute. Dates: October, 1990 to current

### **Designations held by Beven & Brock**

Accredited Management Organization (AMO), Institute of Real Estate Management;  
dates: Nov. 10, 1989 to current.