

COMMUNITY ASSOCIATION MANAGEMENT AGREEMENT

Between

SALT AIR VILLAGE CONDOMINIUMS BOARD OF TRUSTEES

and

Priority Management Inc., D/B/A First Property Mgmt.
For Property located at

**262 Old Wharf Rd.
Dennisport, Ma.**

Beginning **May 1, 2020**

Ending **June 30, 2021**

THIS AGREEMENT, made and entered into this **1ST** day of **MAY 2020**, by and between the Board of Trustees (the "BOARD") of **SALT AIR VILLAGE CONDOMINIUMS** (the "CONDOMINIUM"), not individually but on behalf of all of the owners from time to time in units in **SALT AIR VILLAGE** Condominium (the OWNERS) and on behalf of the condominium association which is organized or is to be organized pursuant to the Commonwealth of Massachusetts G.L.c. 183(A) Condominium Property Act, and Priority Management, Inc. (the "AGENT")

RECITALS:

Under the provisions of the purchase contract with the purchaser of each condominium unit, the Declaration of Condominium Ownership, and the Bylaws required under the provisions of the Commonwealth of Massachusetts M.G.L.c. 183(A) Condominium Property Act, the OWNERS delegate the authority to manage the Condominium to an elected Board of Trustees, which may be the Board of Directors of a not-for-profit corporation by the Owners; and The Board, on behalf of the OWNERS, desires to employ the AGENT to manage the Condominium, and the AGENT desires to be employed to manage the Condominium;

IT IS AGREED:

Article I

Appointment of Managing Agent

1. The Board employs the Agent exclusively to manage the Condominium on the terms and conditions contained herein as the Agent for the Association in accordance with the terms and provisions of this agreement and to achieve the objectives as herein set forth. All subsequent references to the Agent shall include it's officers, directors, shareholders, employees and agents.

Article II

Responsibilities of the Managing Agent

2. The role of the Agent is to implement the decisions and the policy established by the Board. The Board has control of all common areas and amenities and is responsible for the administration of the programs, services, and activities of the Association as established in the Associations dedicatory documents and as amplified and clarified by resolution of the Association. Subject to the direction of the BOARD, the Agent's functions, responsibilities and authority may include the following.

2.1 Administrative Services

- 2.1.1. Provide all office supply, equipment, postage, telephone, transportation and utilities needed to conduct the business of the Association in a professional manner from the offices of First Property Management.
- 2.1.2. Retain and meet with accountants to maintain tax compliance per the direction of the Board of Trustees.
- 2.1.3. Retain and meet with attorneys for purposes of Association business per the direction of the Board of Trustees.
- 2.1.4. Prepare invitations to bid for, obtain and maintain adequate insurance coverage per the direction of the Board of Trustees. Prepare all reports and file necessary claims.
- 2.1.5. Prepare and provide for periodic correspondence and/or notices from the Board of Trustees to the Unit Owners.
- 2.1.6. Send notice, attend, and record minutes and votes of regular and special meetings of the Board of Trustees up to four per year.
- 2.1.7. Maintain the list of Unit Owners, their addresses, and their respective percentage of undivided interest in the Condominium.
- 2.1.8. Provide certificates of insurance to Unit Owners and mortgagors upon request.

- 2.1.9. Provide Certificates of No Assessment Due upon request for a fee.
- 2.1.10. Provide notice of the annual meeting of the Association to the Unit Owners and record the same.
- 2.1.11. Provide required proxies to Unit Owners for the annual meeting of the Association.
- 2.1.13. Prepare and provide to the Unit Owners a detailed Budget Proposal and a Year to Date Summary of Income and Expenditures. The agent shall not be responsible for discrepancies between the budget and actual expenses, the budget is an estimate to be used as a guide
- 2.1.14. Organize and attend the annual meeting of the Association, take roll, record attendance of the Unit Owners, record and advise of proxies and calculate a quorum in accordance with the By-Laws of the Association.
- 2.1.15. Take minutes and record all votes of the Association at the annual meeting of the Association.
- 2.1.16. Provide to the Unit Owners a copy of the minutes and votes of the annual meeting of the Association.
- 2.1.17. Facilitate communication between the Board of Trustees and the Unit Owners.
- 2.1.18. Guide and assist members of the Board in the performance of their obligations.
- 2.1.19. Enforce the rules and regulations of the Association as set forth in the Master Deed and By-Laws per the direction of the Board of Trustees.
- 2.1.20. Prepare and respond to the correspondence and other communications dealing with the business of the Association.
- 2.1.21. Guide and assist the Board in the development of policies and procedures.

2.2. Fiscal Services

- 2.2.1. The AGENT shall maintain records showing all its receipts and expenditures relating to the Condominium and shall promptly submit to the Board a cash receipts and disbursements statement for the preceding month and a statement indicating the balance or deficit in the OWNER'S accounts for the Condominium on or before the twentieth day of the following month.

2.2.2. The AGENT shall prepare and submit to the Board, on or before December 1st of each year, a recommended budget for the next year showing anticipated receipts and expenditures for such year. The agent shall not be responsible for any discrepancies between the budget and actual expenses. The budget is an estimate to be used as a guide. The Board shall adopt or edit the recommended budget within 15 days of receipt. Otherwise, manager shall submit the recommended budget to the unit owners within 15 days prior to the end of the fiscal year.

2.2.3. Within twenty (20) days after the end of each calendar year, the AGENT shall submit to the Board a summary of all receipts and expenditures relating to the Condominium for the preceding year, provided that this service shall not be construed to require the AGENT to supply an audit. Any audit required by the Board shall be prepared at its expense by accountants of its selection.

2.2.4. Prepare and provide to the Board of Trustees monthly Profit and Loss Statements detailing income and expenditures for the previous month and year to date.

2.2.5. Record all payments, cash receipts, cash disbursements and general journal entries of the Association.

2.2.6. Invoice, record and deposit the monthly assessment of the Association.

2.2.7. Pay and record all expenses and invoices of the Association.

2.2.8. Maintain and balance all the accounts of the Association.

2.2.9. Maintain insurance certificates to the extent practical, payment histories and listings for vendors.

2.2.10. Provide vendor 1099 forms when requested.

2.2.11. Prepare and maintain aged delinquent reports and provide to the Board of Trustees monthly or upon request. The agent will mail notice of delinquencies and take such reasonable action as is necessary and as detailed in the agent's written policy, to collect delinquent assessments.

2.2.12. The Agent shall cause to be executed and filed by a CPA all returns and other instruments and do and perform all acts required of the Board as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Subtitle C of the Internal Revenue Code of 1954, and the Commonwealth of Massachusetts Income Tax Act with respect to wages paid by the Agent on behalf of the Board and under any similar Federal, State, or Municipal law. The Board shall, upon request, execute, and deliver promptly to the Agent all necessary powers of attorney, notices of appointment, and the like.

2.2.13. All monies collected by the Agent on behalf of the Board shall be deposited in a custodial account of the Agent's choosing in a state or national bank where deposits are insured by the Federal Deposit Insurance Corporation separate and apart from Agent's own funds and the funds of other Associations under the management of the Agent.

2.3 Maintenance of Common Areas

2.3.1. Subject to the direction and at the expense of the Board, the Agent shall cause the common elements of the Condominium to be maintained according to appropriate standards of maintenance consistent with the character of the Condominium and the dedicatory documents, including all common areas. The agent shall not be responsible for taking any action unless directed by the Board.

2.3.2. On the basis of the budget, job standards, and wage rates previously approved by the Board, the Agent shall hire, pay, negotiate agreements with, supervise, and discharge contractors and other personnel required to maintain and operate the Condominium properly. All such personnel shall be subcontracted by the Association. All salaries, taxes, and other expenses payable on account of such subcontractors shall be operating expenses of the Condominium.

2.3.3. Subject to the direction of the Board, the Agent shall negotiate and execute on behalf of the Board contracts for water, electricity, gas, telephone, and such other services for the common elements of the Condominium as may be necessary or advisable. The AGENT also shall purchase on behalf of the Board such equipment, tools, appliances, materials, and supplies as are necessary for the proper operation and maintenance of the Condominium. All such purchases and contracts shall be in the name and at the expense of the Board. The Agent may charge appropriate reproduction and document fees.

2.3.4. The Agent shall pay from the funds of the Board all taxes, building and fire alarm inspection fees, water rates and other governmental charges, and all other charges or obligations incurred by the Board with respect to the maintenances or operation of the Condominium or incurred by the Agent on behalf of the Board pursuant to the terms of this agreement or pursuant to other authority granted by the Board.

2.3.5. Notwithstanding any other provision of this agreement, the Agent has no authority or responsibility for maintenance of or repairs to individual dwelling units in the Condominium. Such maintenance and repairs shall be the sole responsibility of the OWNERS individually. Each individual dwelling unit owner may contract with the Agent on an individual basis for the provision of certain maintenance and other related services which will be paid for in accordance with the agreement between the Agent and the individual unit OWNER. This shall not be a conflict of interest or otherwise obligate the Agent to take any action except as it may agree to with an individual unit owner.

2.4 Deed Restrictions

2.4.1. The agent will visit the community as needed to observe, record, and monitor all readily visible deed restriction violations from common areas, streets, driveways, sidewalks or hallways. This includes entering data and maintenance of computerized reports of violations, sending notices to owners, maintaining current status of violations, and interacting with the Board and the Board's attorney regarding violations

2.4.2. Assist in the administrative and secretarial functions of the Architectural Review Committee (ARC), including the preparation of standard applications, correspondence with owners requesting ARC compliance or completion of applications, and correspondence with the ARC to assist in their functions.

2.5 Expenditures

2.5.1 In discharging its responsibilities of this agreement, the Agent shall not make any expenditures nor incur any nonrecurring contractual obligation exceeding **\$5,000.00** without the prior consent of the Board, provided that no such consent shall be required to repay any advances made by the Agent under the terms of paragraph 5. Notwithstanding these limitations, the Agent may, on behalf of the Board without prior consent, expend any amount or incur a contractual obligation in any amount required to deal with emergency conditions which may involve a danger of life or property or may threaten the safety of the Condominium or the OWNERS and occupants or may threaten the suspension of any necessary service to the Condominium but only to the extent that the Association has the necessary funds on deposit to pay for such expenditures., provided that no such consent shall be required to repay any advances made by the Agent. Notwithstanding these limitations, the Agent may, on behalf of the Board without prior consent, expend any amount or incur a contractual obligation in any amount required to deal with emergency conditions which may involve a danger of life or property or may threaten the safety of the Condominium or the OWNERS and occupants or may threaten the suspension of any necessary service to the Condominium but only to the extent that the Association has the necessary funds on deposit to pay for such expenditures.

2.5.2 All expenses of operation and management may be paid from the Board's funds held by the Agent. Agent is authorized to pay any amounts owed to the Agent by the Board from such account at any time without prior notice to the Board. The Agent shall have no obligation to advance funds to the Board for any purpose whatsoever.

2.6 Clarity of Duties

2.6.1 Everything done by the Agent under the provisions of this Agreement shall be done as an Agent of the Board and for the Association, and all expenses incurred hereunder shall be for the account, on behalf, and at the expense of the Association. Any payments to be made by the Agent hereunder shall be out of such sums as are available in the 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 obligations for the account of the Association without assurance that the necessary funds for the discharge thereof will be provided.

2.6.2. Instructions to the Agent from any of the Board Members or the duly authorized representative thereof or the Association shall be deemed to be authorized by the Board on behalf of the Association unless an alternative agreement has been negotiated here between the Board and the Agent.

2.7 Degree of Care

The Agent shall not be held to a higher degree of care in regard to the performance of its tasks than a Board Member of the Association. Specifically, the Agent will discharge his duties with good faith and ordinary care, and the manners that the Agent believes to be in the best interest of the Association. The Agent is not deemed to have the duties of a Trustee of a Trust with respect to the Association, its members officers and directors. Similarly, the Agent shall not be deemed to be a Trustee for any of the tasks that he shall perform for the Association including but not limited to those tasks set out in this agreement.

Article III

Insurance

3.1 The Agent will guide and assist the Board in maintaining appropriate records of all insurance coverage carried by the Board. The 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 Condominium including any damage or destruction to them.

3.2. Under no circumstance will the Agent be required to ascertain appropriate insurance coverage, that responsibility will remain the sole responsibility of the Board.

3.3. The Agent will cooperate in investigating, administering and reporting accidents or claims of damage relating to the Association's ownership, operation and maintenance of real or personal property within the community, assist in the preparation of claims and follow-up on payment when requested to do so by the Board or the Association. The Board will compensate the Agent for services rendered in administering any claim or supervising reconstruction of any common area or unit at a rate of fifteen percent profit and overhead for any incident resulting in a compensatory claim to the Board's insurer in excess of \$1,000.00. Such compensation shall be regarded as part of the claim.

3.4 The agent agrees to carry at his own expense

3.4.1. A fidelity bond protecting the Board, such a bond to be in an amount and with a company determined by the Agent.

3.4.2. Workers Compensation insurance.

3.4.3. Liability and Errors and Omissions insurance.

3.4.5. Auto Liability insurance.

3.5 The premium regarding any increase in the amount of coverage maintained by the Agent and required by the Association shall be paid by the Association and shall be considered an expense of the operation of the Association.

3.6. The Board shall indemnify, defend, and save the Agent harmless from all suits in connection with the Condominium and from liability for damage to property and injuries to or death of any employee or other person whomsoever, and carry at its own expense public liability, boiler, elevator liability (if elevators are part of the equipment of the Condominium), workers' compensation, and directors and officers insurance naming the Board and the Agent and adequate to protect their interests and in form, substance, and amounts reasonably satisfactory to the Agent, and which shall be primary for all suits and claims which may be brought against the Board or Agent and furnish to the Agent certificates evidencing the existence of such insurance. Unless the Board shall provide such insurance and furnish such certificates within thirty (30) days from the date of this agreement, the Agent may, but shall not be obligated to, place said insurance and charge the cost thereof to the account of the Board.

3.7. This provision survives the termination of this agreement. After the termination of this agreement the Association will maintain insurance on the Agent's behalf to ensure that the Agent is covered for any and all claims arising out of, connected or related to the performance of the Agent's duties under this agreement. This provision does not relieve the Association's obligation to indemnify and hold harmless the Agent.

Article IV

Term of Agreement

4.1 This agreement shall commence on the date specified in this agreement and shall continue for one (1) year. This agreement may be cancelled by either party before the termination date specified on not less than 90 days prior written notice to the Agent or the Board, provided that such notice given by the Board to the Agent is accompanied by payment to the Agent of a cancellation fee in an amount equal to **25%** of the management fee which would accrue over the remainder of the stated term of the agreement. For this purpose, the monthly management fee for the remainder of the stated term shall be presumed to be the same as that of the last month prior to service of the notice of cancellation. The term shall automatically renew for one (1) year periods and such renewals shall continue on a year to year basis unless terminated as herein provided.

4.2 Upon termination all obligations hereunder shall cease except liabilities or claims that accrued or arose prior to such termination, and those that, in accordance with the provisions of this agreement, survive the termination of this agreement. The Agent is authorized to take such actions as are necessary to fulfill and/or complete any obligations that accrued or arose prior to such termination. Any services performed by the Agent after the termination of this agreement shall be subject to the Agent's then current fees and to the full extent of the indemnity and hold harmless provisions of this agreement.

Article V

Compensation

5.1. The Board shall pay the Agent a management fee equal to **\$20.00** per month per unit. The management fee shall be paid monthly in advance. No further charges shall be made by the Agent for the other services of the Agent's professional staff, except as otherwise expressly provided in this agreement. The Agent may adjust the monthly management fee to reflect the percentage increase in the U.S. City Average Consumer Price Index for all Urban Consumers (CPI-U) published by the U.S. Department of Labor, Bureau of Labor Statistics

5.2. The Board shall pay all expenses incurred by the Agent including, without limitation, attorneys' fees for counsel employed to represent the Agent or the Board in any proceeding or suit involving an alleged violation or negligence by the Agent or the Board, or both, of any constitutional provision, statute, ordinance, law, or regulation of any governmental body pertaining to environmental protection, fair housing, or fair employment including, without limitation, those prohibiting or making illegal discrimination on the basis of race, creed, color, religion, or national origin in the sale, rental, or other disposition of housing if any services rendered in connection therewith or in connection with employment practices (unless, in either case, the Agent is finally adjudicated to have personally and not in a representative capacity violated such constitutional provision, statute, ordinance, law, or regulation), but nothing herein contained shall require the Agent to employ counsel to represent the Board in any such proceeding or suit.

5.3. The Agent may from time to time provide maintenance services when at the Agent's discretion it is deemed cost effective or expeditious and charge a prevailing rate (currently \$55.00 per hour). In addition, the Agent may charge for the services described in Schedule A attached hereto. The Agent may from time to time obtain quotes or bids from companies or other entities in which it, its officers, directors, shareholders or employees has a financial interest. At all times, the Agent will endeavor to use his best efforts to obtain competitive bids for large projects or contracts from at least two (2) parties. If at any time a bid involves a company or entity in which the Agent, its officers, directors or employees have an interest, such disclosure will be specifically be made at the time the bid or quote is presented to the Board. The Agent continues to believe he has the duty to obtain competitive bids or quotes for the Association.

5.4. The Agent may from time to time provide maintenance services directly to an Owner at the prevailing rate as described above.

5.5. The Agent is authorized and directed to deduct or obtain payment of such compensation when due from the Association's funds regardless of any other payments then required to be made.

Article VI

Miscellaneous

6.1. One of the Agent's employees shall be designated Site Manager for the Condominium. The Site Manager or other representative of the Agent shall attend all regular meeting(s) of the Board up to four (4) times per year as agreed and the annual meeting of the Owners. The Site Manager or other representative of the Agent shall, upon not less than 48 hours notice, attend meetings of the Board or the Owners as requested, provided that the Board shall pay the Agent **\$55.00** per hour for the Site Manager's or other representative's attendance at each meeting. The Site Manager shall be custodian of the official records of the Board and the condominium association and shall record the minutes of meetings upon request of the Board. All meetings must adjourn prior to 7:00 p.m. The Agent will be required to keep the records of the condominium association for the previous 2 years only.

6.2. The Board shall designate a single individual who shall be authorized to deal with the Agent on any matter relating to the management of the Condominium. The Agent is directed not to accept directions or instructions regarding the management of the Condominium from anyone else. In the absence of any other designation by the Board, the President of the Board shall have this authority.

6.3. The AGENT shall have no authority to make any structural changes in the Condominium or to make any other major alteration or additions in or to any building or equipment therein without the permission of the Board except such emergency repairs as may be required because of danger to life or property or which are immediately necessary for the preservation and safety of the Condominium or the safety of the Owners and occupants or required to avoid the suspension of any necessary services to the Condominium.

6.5 Any notice required or permitted to be served hereunder may be served by regular mail or in person as follows:

If to the Agent

Property Management Division, First Property Management
1046 Main St. Suite 11 Osterville, MA. 02655

If to the Board

to the President of the Board at his or her home address.

Either party may change the address for notice by notice to the other party. Notice served by mail shall be deemed to have been served when deposited in the mails.

6.7 Hold Harmless/Indemnification/Waiver and Release

6.7.1. To the fullest extent permitted under applicable law, the Association shall and does agree to indemnify, protect, hold harmless and defend the Agent, its officers, and employees, hereinafter referred to as "Indemnitees" from and against all claims, demands, damages, injuries, losses, liens, causes of action, suits, judgments, penalties, liabilities, debts, costs and expenses including court costs and attorney's fees (collectively "Liabilities", of any nature, kind or description, whether arising out of contract, tort, strict liability, misrepresentation, violation of applicable law or any cause whatsoever (including without limitation, claims or injuries to or death of any person, or damages to or loss of any property) of any person or entity directly or indirectly rising out of, caused by, in connection with or resulting from any act or omission of the Association, any of their respective employees, agents, servants, officers, directors, trustees, members or anyone that either the Association controls or exercises control over. The obligations of this section shall apply to liabilities even if liabilities are caused in whole or in part by the sole or joint or concurrent negligence, fault or strict liability of any Indemnitee whether predating this agreement or not such sole or concurrent negligence, fault or strict liability was active or passive. Except for those claims arising from and attributable to gross negligence or willful misconduct by the Agent, Association, its officers, directors, trustees or employees, and members expressly waive and release, the Agent, its officers, directors and employees from and against any and all claims, demands, causes of action or judgments of any kind or character including attorney's fees, expenses and costs related to or resulting from the Agent's performance or its duties under this agreement.

6.7.2. The Agent has no responsibility for the compliance of the Condominium or any of its equipment with the requirements of any ordinances, laws, rules, or regulations (including those relating to the disposal of solid, liquid, and gaseous wastes) of the City, County, State, or Federal Government, or any public authority or official thereof having jurisdiction over it, except to notify the Board promptly of, or forward to the Board promptly, any warnings, notices, or summonses received by it relating to such matters. The Owners represent that to the best of their knowledge the Condominium complies with all such requirements, and authorize the Agent to disclose the ownership of the Condominium to any such officials, and agree to indemnify and hold harmless the Agent, its representatives, servants, and employees, of and from all loss, cost, expense, and liability whatsoever which may be imposed on them or any of them by reason of any present or future violation or alleged violation of such laws, ordinances, rules or regulations.

6.7.3. The Association shall promptly advise the Agent in writing of any action, administrative or legal proceeding or investigation as to which indemnification may apply, and the Association at the Association's expense, shall assume on behalf of Indemnitees and conduct with due diligence and in good faith the defense thereof

6.7.4. In the event it is alleged or charged that the Condominium or any equipment therein or any act or failure to act by the Board with respect to the Condominium or the sale, rental, or other disposition thereof or the hiring of employees to manage it fails to comply with, or is in violation of, any of the requirements of any constitutional provision, statute, ordinance, law, or regulation of any government body or any order or ruling of any public authority or official thereof having or claiming to have jurisdiction thereover and the Agent in its sole and absolute discretion considers that the action or position of the Board with respect thereto may result in damage or liability to the Agent, the Agent shall have the right to cancel this agreement at any time by written notice to the Board of its election to do so, which cancellation shall be effective upon the service of such notice. Such cancellation shall not release the indemnities of the Board set forth above and shall not terminate any liability or obligation of the Board to the Agent for any payment, reimbursement, or other sum of money then due and payable to the Agent hereunder.

6.7.5. In the event of the failure by the association to fully perform its obligations in accordance with this agreement, Indemnitees, at their option, and without relieving the Association from its obligations hereunder, may so perform, but all costs and expenses so incurred by Indemnitees in that event shall be reimbursed by the Association to Indemnitees, together with interest, on the same from the date any such expense was paid by the Indemnitees until reimbursed by the Association at a rate of 18% per annum. The indemnification shall not be limited to damages, compensation or benefits payable under insurance policies. It is agreed with respect to any legal limitations now or hereinafter in effect and affecting the validity or enforceability of the indemnification obligations under this section, such legal limitations are made part of the indemnification obligations to the minimum extent necessary to bring the provisions into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

6.8 Notwithstanding anything contained in this agreement herein to the contrary, the provisions of section 6.7. shall survive the termination of this agreement and shall continue in full force and effect subsequent to the termination of this agreement. It is agreed that no statute of limitations period or period of laches begins to run against this indemnity and hold harmless agreement until each claim, demand, or cause of action for which the hold harmless or indemnity protection is sought has been asserted against the Agent and until the Agent has received written notification of such claim, demand or cause of action.

6.9.1. Security

The Agent shall not in any way be considered an insurer or guarantor of security within the community/property. Neither shall the Agent be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. The Board on behalf of the Association, owners, and occupants of any premises within the community/property, tenants, guests, and invitees, as applicable, acknowledge that the Agent does not represent or warrant that any fire protection, alarm

systems, access control systems, patrol services, surveillance equipment, monitoring devices or other security systems will prevent loss by fire, smoke, burglary, theft, holdup or otherwise, nor that that any fire protection, alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices or other security systems will in all cases provide the protection or detection for which the system is designed or intended. The Board on behalf of the Association, each owner or occupant of any premises within the community/property and each tenant, guest and invitee of each owner , as applicable acknowledges and understands that the Agent is not an insurer and and that each owner or occupant of any property/unit and each tenant, guest and invitee of any owners assumes all risk of loss or damage to the persons, units, and to the contents of the units and further acknowledges that the Agent has made no representations or warranties expressed or implied including any warranty of merchantability or fitness for any particular purpose relative to any fire protection system, alarm system access control system, patrol services, surveillance system, monitoring devices or any other security systems recommended or installed or any security measures undertaken within the community/property.

6.9.2. Environmental Conditions

The Agent shall not in any way be considered an insurer or guarantor of environmental conditions or indoor air quality within the community and shall not be held liable for any loss or damage by reason of or failure to provide adequate indoor air quality or for any adverse environmental conditions. The Association and it's Board on behalf of all owners, occupants, guests and invitees of any premises within the community acknowledges that the Agent does not warrant or represent that the construction or any work performed, construction materials, air filters, mechanical heating, ventilating or cooling equipment and chemicals necessary for the cleaning and pest control of the community will prevent the spread of biological organisms, mold, mildew, cooking odors, animal dander, dust mites, fungi, pollen, tobacco smoke, dust or the transmission of interior or exterior noise levels. The Association further acknowledges that the Agent is not an insurer and that each owner an occupant of any premises within the community and each, tenant, guest and invitee of any owner assumes all risks of indoor air quality and other environmental conditions and acknowledges that the Agent has made no representations or warranties nor has the Association, any owner, occupant, tenant, guest or invitee relied upon representations or warranties, expressed or implied, including any warranty or merchantability or fitness for any particular purpose, relative to the air quality within the community.

6.10 Severability

If any provision of this agreement shall be determined to be invalid and unenforceable to any extent, the remainder of this agreement other than that which has been determined invalid or unenforceable, shall not be affected thereby, and the remaining provisions hereof shall remain in full force and effect.

6.11 Assignment

The agreement shall be binding upon and inure to the benefit of the successors and assigns of the Agent and the heirs, administrators, successors, and assigns of the Board. Notwithstanding the preceding sentence the Agent shall not assign its interest under this agreement except in connection with the sale of all or substantially all the assets of its business; in the event of such a sale, Agent shall be released from all liability hereunder upon the express assumption of such liability by its assignee.

6.12. **Applicable Law**

This agreement shall be construed to be in accordance and enforced under all applicable law.

6.13 **Amendments**

This agreement constitutes the full understanding of the parties and to prior or contemporaneous oral or written representations made by either party shall be binding. This Agreement may be modified only in writing signed by the President of the Agent's company and by a duly authorized representative of the Association.

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this **1st Day of May 2020**.

BOARD:

Trustee

AGENT: First Property Management

By _____
Andrew J. Witter, President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT

The **Salt Air Village** Condominium Trust

A **trust** located at
262 Old Wharf Rd. Dennisport, Ma. has made,

constituted and appointed, and by these presents does hereby make, constitute and appoint, Andrew J. Witter, President, Priority Mgmt. Inc.
a resident of the United States, whose address is 1046 Main St. Osterville, Ma. 02655
,(its) true and lawful attorney for (it) (me) in (its) (my) name, place and stead to execute and open any accounts and file
file any Tax Returns due on and after **January 1, 2021**
under the provisions of the Social Security Act, now in force or future amendments thereto.

Dated **1st day of May 2020**

Signature of Trustee

Acknowledged before me this **1st Day of May 2020**

NOTARIAL
SEAL

Schedule (A)

From time to time additional charges may be incurred by the unit owners and or the condominium association. Some of those charges but not limited to are as follows.

Document Reproduction in Relation to Conveyance of Property and Other Charges Paid for by the Seller/Owner

Certificate of No Assessment Due (6d)	\$75.00
Septic Report	\$25.00
Water Report (if applicable)	\$15.00
Budget	\$25.00
By-Laws and Master Deed	\$50.00
Collections Processing	\$250.00 per case

Extraordinary Document Reproduction and Other Charges Paid for By the Association

As an example, a Board wishes that all unit owners be mailed a document exceeding 10 pages. The document may be sent out for reproduction and the charges would be as follows.

Delivery and Pick Up of Document for Reproduction	\$75.00 per hour
Postage	Actual Cost
Mailing Supply, Binding, Etc. Reproduction	Actual Cost
Coupon Books	\$3.00 ea.
Payables	\$1.50 ea.
Web Site Maintenance	\$500.00 per yr.
Meetings in Excess of Contract or after 5 p.m.	\$75.00 per hr.
Scheduled Site Visits	\$55.00 per hour

Maintenance and Repair Including Emergency Response and After Hours Appointments Paid for By the Association or The Unit Owner

First Property Management reserves the right to contract with itself on behalf of the condominium when it is deemed to be cost effective and expeditious.

Labor	\$55.00 per hour
Emergency (after hours)	\$75.00 per hour
Materials	Actual Cost

Construction Management Including Insurance Claims 15% of Total Cost

Attendance at Inspections of Local, State, Federal Authorities Paid for By The Association

Alarm Inspections, Smoke Detector Inspections, Inspections of Cross Connection Devices, Sprinkler System Inspections, etc.	\$55.00 per Hour
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