

MAPLE WOOD CONDOMINIUM ASSOCIATION MANAGEMENT AGREEMENT

THIS AGREEMENT made effective as of April 1, 2024 through March 31, 2029 between STEVEN E. MARCHILLO, LLC ("Manager"), a Wisconsin limited liability company and Maple Wood Condominium. ("Association"), a Wisconsin non-stock corporation.

WHEREAS the Association is an association of unit owners as defined by Wis. Stat. § 703.15 having the powers to govern the affairs of every condominium except for matters reserved to the Association members or unit owners by Wis. Stat. § 703, the Declarations, or the Bylaws;

AND WHEREAS the Association is an association of the unit owners of eighty-Four (84) residential units or dwellings "Condominium";

AND WHEREAS the Association is responsible for the control, management, and administration of the common property within the Condominium located in Dane County, Wisconsin property, both real and personal owned by the Association, known as the "Property";

AND WHEREAS the Association, under the provisions of its Bylaws, has the authority to engage a management agent on behalf of the Association to manage the Property; and

AND WHEREAS the Association desires to engage Manager as a preferred vendor to manage the Property and Manager desires to manage the Property for the remuneration and SUBJECT TO the terms and conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the parties as follows:

1. TERM

The Association hereby employs Manager exclusively to manage the Property for a term of sixty (60) Months from April 1st, 2024 to March 31, 2029 with option to renew for an additional 1-5 years and thereafter for agreed upon periods from time to time unless on or before November 1st, of the year preceding the expiration year of the contract term, or any renewed term, either party hereto shall notify the other IN WRITING that it elects to terminate this Agreement at the end of said period, subject to the termination provisions hereinafter provided in #4.

2. MANAGER ACKNOWLEDGEMENTS AND COVENANTS

The Manager agrees to manage the Property, including common areas, facilities and all other real property owned by the Association during the term of this Agreement and any extension thereof in a faithful, diligent and honest manner, subject to the control and direction of the Board and for the purpose thereof covenants and agrees to:

a) Contracts

Enter into such contracts and agreements in the name of the Association and to otherwise act on its behalf as may be necessary in the performance of such duties;

b) Enforcement

Enforce the terms of Wis. Stat. § 703, Bylaws, Rules and Regulations as well as any and all amendments thereto which presently exist or which may hereinafter be made. Also any changes to Bylaws and or Rules and Regulations which the Board communicates to the Manager, further take whatever action that may be properly directed by the Board in writing to enforce the above from time to time;

c) Communication to Owners

Communicate in writing to all owners any and all amendments to the Bylaws or amendments to the rules and regulations which may take place in the future and any and all further information that may be properly directed the Board in writing from time to time;

d) Consultation and Advice to Board

Advise and consult with the Board with respect to any further Bylaws, rules and regulations which in the opinion of the Manager might be established to further the purposes, best interests and satisfactory operation of the Property for the common benefit of the owners;

e) Collection of All Unit Owner Condominium Dues, Fees, Assessments, Fines or Other Amounts

Payments will come to the association in the form of monthly ACH or by check dropped off at the Maple Wood office by some owners. If necessary the Manager will work with the Accounting firm and the Board to implement new or updated collection procedures, to include contracting with an accounting firm selected by the Board, to collect monies payable by the unit owners or other sources under the bylaws, rules and regulations or Wis. Stat. § 703, on behalf of the Association, and to deposit same into an account in the name of the Association at a bank or credit union authorized or directed by the Association if so directed.

Upon approval of the Board, Manager is authorized to contract with attorneys or law firms in the name of the Association as approved by the Association, for the collection of outstanding expenses, or any other amounts due the Association as set forth herein (and such other matters as the Board may authorize or direct in writing);

All such monies collected shall be administered by the Manager, subject to the overall direction and control of the Board and be used to:

- (i) make payments of all accounts properly incurred by or on behalf of the Association; Using MWCA Contracted accounting firm
- (ii) arrange and pay for insurance in accordance with the provisions of the by-laws and of the amounts directed by the Board;
- (iii) repair and maintain or cause to be repaired and maintained those parts of the Property which require repair and maintenance by the Association in accordance with the provisions of the by-laws and rules and without limiting the generality of the foregoing: such repair and maintenance shall include all lawns and landscaped areas, minor snow or ice removal (snow plowing will be outsourced at expense of MWCA with assistance of Manager to select a suitable company, manager will oversee the operations of said company) , the keeping of the commons elements in a neat and tidy condition by the removal of litter therefrom, keeping all electrical wiring, circuits and lighting fixtures in the common elements in good working order and providing all

necessary light bulbs, provide the removal and disposal of garbage and to promptly and efficiently carry out the foregoing;

f) Insurance

Arrange to provide to the Board for its approval quotations on all insurance policies coming due from time to time in amounts to be determined by the Board and arranging for insurance coverage and any appraisals in connection therewith which may be required by the Association pursuant to Wis. Stat. § 703 and the bylaws;

g) Bookkeeping

While bookkeeping is primarily the responsibility of the Accounting firm, Manager will work with and also maintain and keep current full and proper records of accounts of the financial transactions involved in the management of the Property. Manager to maintain and publish records of income and expenditures using MWCA contracted accounting firm. The records and accounts shall be open for inspection by the Board, unit owners and other persons so entitled at reasonable times, upon reasonable prior notice;

h) Tax Returns

Provide necessary information or documentation and work with any accountant, entity or individual who is contracted with to prepare tax returns for the Association as required by applicable laws;

i) Services and Repairs

Appendix A and attached to this contract is a checklist of Manager tasks that may be updated or modified to evolve with the needs of the Association and the Property from time to time upon mutual agreement between the parties. Among these duties Manager will arrange for the supply of electricity, gas, water, telephone and other services and arrange the effective and economical operation, maintenance and repair of the Property and its equipment as may be required by the Association and to comply with the enforcement of any regulation and requirement of which the Manager is notified by the municipal, county, state, federal or any other governmental body having jurisdiction which affects the Property and, without limiting the generality of the foregoing, such arrangements shall include (where applicable to the Property) removal of litter and disposal of waste, snow and ice removal, landscaping and ground maintenance, keeping electrical wiring circuit and lighting fixtures in the common elements in good working order and arranging the necessary light bulbs, exterior painting, alterations and any other services necessary to keep the common elements in a safe and functional condition. Snow plowing, trash removal and major projects will be outsourced as a separate expense, paid for by MWCA, with the input and oversight of the Management Company. Wherever possible Management Company will do repairs and charge only hard costs of materials to MWCA, where more major projects are concerned, the Management Company will work with the MWCA Board to find suitable organizations to perform services;

j) Approval for Expenses

Generally, perform and contract (with the Board's prior approval) for all things desirable and/or necessary for the proper and efficient management of the Property. Manager shall perform any other act whatsoever in or about the Property to carry out the intent of this Agreement, provided, however that the Manager shall not authorize any work, repairs, alterations or redecoration estimated to cost in excess of One Thousand Dollars (\$1,000) for any one (1) item without first obtaining the Association's approval to proceed with such work, except for

monthly or recurring operating charges as budgeted for and except that if any such work is urgently required to be done and failure to do such work in the Manager's opinion, could result in a hazardous situation which could cause personal injury or damage to the Property or its equipment or contents, or which could impair the value of the unit owners' investment. If failure to do such work might expose either the Association or the Manager or both, the imposition of penalties, fines, imprisonment or any other liability, the Manager is hereby authorized to proceed with such work that it, in its absolute discretion, reasonably determines to be urgently necessary for the protection and preservation of the Property or its equipment or contents or the unit owners' investment therein or to protect the Association or the Manager from exposure to fines, penalties, imprisonment or any other liability;

k) Site Visits

Make regular site visits of the Property to determine what actions, if any, are advisable or necessary to preserve or improve the appearance, safety or structural integrity of the Property. Post and/or communicate when Steven E. Marchillo, or representatives of said company are on site for residents and Board during normal business hours. The minimum number of hours is estimated to be 20 per week; however, at Boards discretion, more or less may be necessary depending on special projects or circumstances.

l) Board Meetings

Meet with the Board as requested for not less than 4 board meetings per calendar year and be available for attendance at board meetings and to meet with Board or its members as needed.

m) Owners Meetings

At the request of the Board, the Manager shall schedule and arrange facilities for all annual, general, or special meetings of the unit owners of the Association and deliver to the unit owners of the Association such notices and other information as are required in connection with the holding of such meetings. Manager will attend all annual, general or special meetings of the unit owners of the Association;

n) Correspondence

Prepare all announcements, correspondence, notices or any other material and distribute same in the manner described to those persons entitled to receive them as may be directed from time to time by the Board;

o) Inform and Advise the Board

Inform and advise the Board with respect to:

- (i) investments which may be beneficial to the Board in the opinion of the Manager;
- (ii) preventative maintenance programs;
- (iii) planning for the proper level of reserve funds for anticipated projects;
- (iv) energy conservation programs;
- (v) property tax; and
- (vi) statutory changes with respect to condominiums.

p) Budget

In the course of each year during the term of this Agreement, and not less than eight (8) weeks before the then current fiscal year, work with the Board and accounting firm to assist in the preparation of the budget for the following year, setting forth by category the Manager's best estimate based upon quotations where possible for all expenses of the operation of the Property for the coming year including, without limiting the generality of the foregoing, any taxes paid by the Association, insurance premiums, water, gas and electrical rates and costs of repairs, renewals and maintenance of the Property, including replacement costs. Upon request of the Board or whenever, in the opinion of the Manager, any change from the expenditures forecast in the annual budget makes it desirable to do so, the Manager may submit to the Board a supplementary or amended budget covering the operating expenses of the Property for the then remaining portion of the current fiscal year.

q) Emergency

Keep the Board and all unit owners advised of the telephone number or numbers at which the Manager or an agent of the Manager may be called at any time during normal business hours in respect of any emergency or any infraction of the declaration, by-laws or rules and regulations or at any time during the day or night in respect of any emergency at the Property and the Manager will make arrangements to deal promptly with such infractions and immediately when an emergency arising in connection with the maintenance and operation of the Property. The Manager shall deal in the first instance with major emergencies and shall promptly report to the Board any major emergency or any persistent, flagrant or serious violation of the by-laws or rules and regulations. It is understood and agreed by the parties hereto, that the Manager shall, in its discretion, determine whether or not an emergency exists and whether or not such emergency is of a minor or major nature, and the Manager will make available to the Association emergency service at all reasonable times to the best of its ability; and

r) Certificate of Insurance

During the term of this Agreement provide the Association with a certificate of insurance from the insurer or its agent certifying that the Manager is maintaining 2 million dollars of liability and other related insurance for the purpose of indemnifying the Association pursuant to this Agreement.

3. MANAGEMENT COMPENSATION

The Association shall:

a) Monthly Management Fee

Association shall pay Manager on the first of each month, for its managerial and maintenance services hereunder during the term of this Agreement Eighty-six dollars (\$ 86.00) per unit equaling Seven Thousand Two Hundred and Twenty Four dollars (\$7224.00) for all eighty Four (84) units, free and clear of all costs incurred by services provided by third parties in the operation of the premises. (\$86,688.00) This amount does not include any agreed upon amounts for labor outside the scope of regular duties as agreed upon for special projects or for a bid project that is normally outsourced, this will also include mileage reimbursement for projects outside the normal trips from home to the complex for performance of regular maintenance.

Compensation for managerial and maintenance services shall automatically adjust each subsequent April 1st during the term of the contract to reflect a flat 2.0% cost of living increase.

Each Contract Year, the MWCA Board shall contemplate and pay to the Manager a discretionary performance "Bonus" based upon Manager's records of cost savings or other budget savings or benefits to the Association made by services provided by and/or hired by the Manager. (For example, for Contract year April 1, 2023 – March 31, 2024 it is estimated the Manager saved the Association \$30,000. Therefore, the Board has authorized a Bonus of 10% of the savings (\$3,000) to be paid to Manager on April 1, 2024.)

b) Loans

Association shall promptly reimburse Manager for any monies which the Manager may elect to advance, as the Board may request from time to time, to the account of the Association, or for purchases made on behalf of the Association, provided that nothing herein contained shall be construed as to obligate Manager to make any such advance;

c) Association Further Covenants and Agrees:

(i) Association shall save, indemnify and hold the Manager harmless from and to defend Manager against all claims, demands, actions, causes of actions, or suits in connection with the Association and from liability for damage to the Property and injuries or death of any owner or any officer, agent or employee of the Association, tenant, guest or any person whoever and to carry, at its own expense, public liability and property damage insurance naming the Association and Manager as insureds, which insurance shall be in form, substance and amounts satisfactory to Manager and to Association and to furnish Manager certificates evidencing the existence of such insurance upon request. Insurance coverage which complies with Wis. Stat. § 703, as amended, and the by-laws shall be deemed to be satisfactory insurance;

(ii) Association and promptly reimburse Manager for any and all expenses incurred by the Manager including, without limitation, legal fees and disbursements on an attorney/client basis for counsel employed to represent the Manager or the Association in any proceeding or lawsuit involving an alleged violation by the Association, Manager or either of its agents or any one or more of them of any provision, statute, ordinance, law or regulation including, without restricting the generality of the foregoing, any law relating to environmental protection, fair housing or fair employment, unless in either case the Manager is finally adjudged to have personally, and not in a representative capacity, violated such provision, statute, ordinance, law or regulation but nothing herein contained shall require the Manager to employ counsel to represent the Association in any such proceeding or suit;

(iii) Association shall provide Manager with all documents and records available to the Association which may be required by the Manager properly to manage and operate the Property and to perform its duties hereunder. Manager acknowledges that it has received and is aware of the provisions of the by-laws, rules and regulations and Declaration of the Association; and

(iv) Association shall provide Manager with accurate, true and correct copies of the by-laws of the Association, rules and regulations and to notify the Manager promptly, from time to time, of any amendments or additions thereto.

(v) Notwithstanding the foregoing, the Association shall not be obligated to make any payment or to reimburse the Manager for any cost or expense incurred by the Manager while acting outside of the terms and conditions of this Agreement;

4. TERMINATION

Notwithstanding the other provisions hereof, this Agreement shall terminate upon any of the following events:

- (a) the insolvency or bankruptcy of the Manager or upon the Manager taking steps to wind up its business voluntarily, or otherwise;
- (b) on termination of the Condominium status of any building within the Condominium plan as it presently exists or as it may be amended;
- (c) If the Manager failed or is negligent in performing its duties hereunder, subject to (e) below;
- (d) if the Manager shall be in breach of trust in respect of any monies of the Association, subject to (e) below;
- (e) in the event of any third-party complaint, defect, failure or omission on the part of the Manager or any breach or default by the Manager in respect of this Agreement, proven to be true by a 3rd party arbitrator satisfactory to the Association and to the Manager; the Association shall give the Manager not less than ninety (90) days written notice to cure such complaint, defect, failure, omission, breach or default and provide such complaint, defect, failure, omission, breach or default is within the control of the Manager and all reasonable attempts have been made to cure the same, should the same not be cured or dealt with to the reasonable satisfaction of the Association within such time, then, upon further written notice given by the Association to the Manager, this Agreement shall terminate on the last day of the month during which such further notice was given; and
- (f) Manager may terminate this Agreement upon giving one hundred and twenty (120) days written notice to the Association to that effect.

5. MANAGER'S RESPONSIBILITIES

Upon termination of this Agreement, the Manager shall, within ninety (90) days:

- (a) render a final accounting to the Association and pay over any monies due to the Association;
- (b) surrender to the Association all contracts, receipts, files and other information or documents which may be pertinent to the continuing operation of the Property;

- (c) surrender any and all post-dated checks from unit owners or rental units together with their ledger card and addresses and any and all keys to the Property immediately upon termination of this Agreement; and
- (d) do everything in its power for a smooth and orderly transfer of management of the Property.

6. NOTICES

All notices required or permitted to be given hereunder shall be sufficiently given:

- (a) to the Association if signed by or on behalf of the party giving notice hereunder and personally, delivered to a member of the Board or mailed to the Association at its address set forth in the by-laws or at such other address as the Association may, from time to time, designate by written notice, said mailing to be sent via Certified Mail Return Receipt;
- (b) to the Manager if signed by, or on behalf of the parties given notice hereunder, and personally, delivered to the Manager or mailed to be sent via Certified Mail Return Receipt to Manager at 7025 BLUFF POINT DR. MADISON, WI 53718 or other address as the Manager may designate in writing from time to time; and
- (c) all such notice shall be deemed to have been received no later than the tenth (10th) business day following the date upon such mailing as set forth herein.

7. INDEMNIFICATION

The Manager shall, during and after the termination of this Agreement, indemnify and save the Association completely free and harmless from any and all damages or injuries to persons or property or claims, actions, obligations, liabilities, cost, expenses and fees by reason of any cause whatsoever, if caused as a result of the negligence, illegal or dishonest act by the Manager or any of its employees.

8. GENDER

Where applicable, or where herein by the context, all references herein in the singular shall be construed to be the plural and references to masculine shall be construed to include the feminine and gender neutral.

9. SEVERABILITY

If any portion of this Agreement shall for any reason be declared invalid or unenforceable, the validity of any of the remaining portions of this Agreement shall not thereby be affected, and such remaining portions shall remain in full force and effect as if this Agreement had been executed with such invalid portion eliminated, and it is hereby declared the intention of the parties hereto that they would have executed the remaining portion of this Agreement without including therein, any such part thereof that might be declared invalid.

10. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and is assignable by Manager upon providing written notice to the Association.

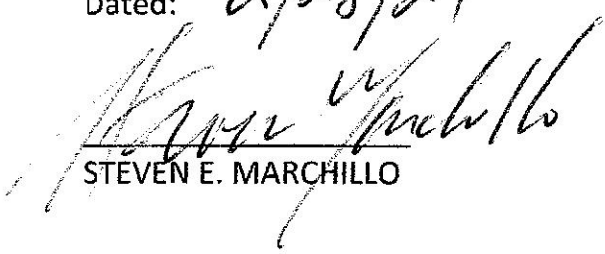
11. MODIFICATION

This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes all other agreements, written or oral, express or implied. It may only be amended by another document signed by the Association and the Manager.

[SIGNATURES ON FOLLOWING PAGE]

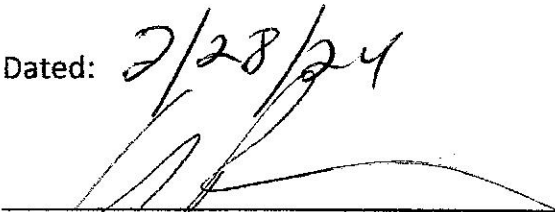
Dated:

2/28/24


STEVEN E. MARCHILLO

Dated:

2/28/24


MAPLE WOOD CONDOMINIUM ASSOCIATION
BY PRESIDENT, Jacqueline Rodriguez


MAPLE WOOD CONDOMINIUM ASSOCIATION
BY Treasurer, Sandra Daniel