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MANAGEMENT AGREEMENT

AGREEMENT made this 4th day of March 1981, between J. W. Healy and Associates., a Corporation organized under the laws of the State of Utah, having its principle office located in Salt Lake City, State of Utah, herein referred to as AGENT, and Homestead Farms Association, the homeowners association of Homestead Farms, a planned unit development, having its principle office in Salt Lake County, State of Utah, herein referred to as OWNER.

RECITALS

1. Under the Declaration of Covenants, Conditions and Restrictions of Homestead Farms and the By-Laws of Homestead Farms Association, OWNER is presently operating and managing the real property known as HOMESTEAD FARMS, herein referred to as the property.

2. AGENT is experienced in the business of operating and managing real estate similar to the above-described property.

3. OWNER desires to engage the services of AGENT to operate the property, and AGENT desires to provide such services on the following terms and conditions.

IN CONSIDERATION of the mutual covenants contained herein, the parties agree:

SECTION ONE

EMPLOYMENT OF AGENT

AGENT shall act as the AGENT of OWNER to manage and maintain the property.

SECTION TWO

BEST EFFORTS OF AGENT

On assuming the management of the property, AGENT shall thoroughly inspect the property and submit a written report to OWNER. The written report shall contain the opinion of AGENT concerning the present efficiency under which the property is being operated, and recommend changes, if necessary, in the management structure of the property, in the rehabilitation of the property, and any other matters that will improve the efficient management of the property. After conferring with OWNER and obtaining approval to make any necessary improvements, AGENT shall undertake completion of the improvements.

SECTION THREE

MAINTENANCE, REPAIRS, AND OPERATIONS

AGENT shall use its best efforts to insure that the property

is maintained in an attractive condition and in a good state of repair by obtaining and controlling maintenance and repair work of the property as prescribed by the OWNER and by securing bids for OWNER approval for work to be performed.

SECTION FOUR

GOVERNMENT REGULATIONS

AGENT shall manage the property in full compliance with all laws and regulations of any Federal, State, County or Municipal authority having jurisdiction over the property.

SECTION FIVE

COLLECTION OF ASSESSMENTS AND DUES

AGENT shall use its best efforts to assist OWNER to promptly collect all assessments, dues and other obligations issuing from the property when such amounts become due. It is understood that AGENT does not guarantee the collection of said sums.

SECTION SEVEN

RECORDS AND REPORTS

AGENT will assist OWNER in keeping books, accounts, and records that reflect revenues and expenditures incurred in connection with the management and operation of the property. AGENT shall, during regular business hours, make the books, accounts, and records required to be maintained available to OWNER or the representatives of OWNER for examination.

SECTION EIGHT

COMPENSATION OF AGENT

AGENT shall receive a management fee in the amount of \$600.00, plus the waiver of his obligation to pay regular Association dues and assessments on Unit No. 3, 1873 West Homestead Farms Lane. AGENT will provide office space for his use and for the use of the OWNER by converting the carport of Unit No. 3, 1873 West Homestead Farms Lane into an office. In addition, OWNER will contribute FIVE HUNDRED \$500.00 toward the construction materials to be used in the building of the office.

SECTION NINE

ADDITIONAL DUTIES AND RIGHTS OF AGENT

In addition to the foregoing, AGENT shall perform all services that are necessary and proper for the operation and management of

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property, including but not limited to the following:

- a) Maintain a Directory of all owners and occupants of the development.
- b) Publish Periodical Newsletters, at least quarterly.
- c) Assist the OWNER to enforce the provisions of the By-Laws and Declarations as directed by the OWNER.
- d) Control the recreational vehicle parking area by allocating spaces, and issuing and controlling keys, and supervising and controlling access to the area.
- e) Advise, assist and report to the OWNER the suggestions, complaints, recommendations, problems, and the like registered by other residents; Maintain businesslike relations with members whose service requests shall be received, considered, and recorded in systematic fashion in order to show the action taken with respect to each. Report complaints of a serious nature to association with appropriate recommendations after thorough investigation.
- f) Assist in collecting all monthly assessments due from members, all rents due from users of recreational vehicle spaces and users or lessees of other nondwelling facilities in the community.
- g) Cause the buildings, appurtenances, and grounds of the condominium to be maintained according to standards acceptable to association, including but not limited to exterior cleaning, painting, plumbing, carpentry, and such other normal maintenance and repair work as may be necessary, subject to any limitations imposed by association in addition to those contained herein.
- h) Take such action as may be necessary to comply promptly with any and all orders or requirements affecting the premises placed thereon by any federal, state, county, or municipal authority having jurisdiction thereover and orders of the Board of Fire underwriters or other similar bodies subject to the limitations contained in subparagraph (g) of this article in connection with the making of repairs and alterations. AGENT, however, shall not take any action under this paragraph so long as association is contesting or has affirmed its intention to contest any such order or requirement. AGENT shall promptly and in no event later than 72 hours from the time of their receipt, notify association in writing of all orders and notices of requirements.
- i) AGENT shall actively handle the renting of any garage spaces or other nondwelling accommodation, arranging for the execution of such leases or permits as may be required.

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1) Report to OWNER promptly the conditions concerning the property that, in the opinion of AGENT, require the attention of OWNER.

SECTION TEN

TERMINATION AND RENEWAL

This Agreement shall be for a term commencing on March 1, 1981 and ending on February 28, 1983. At the termination of this Agreement, it shall be renewed automatically on a month-to-month basis that may be terminated by either party by giving not less than sixty days notice in writing to the other party. Thirty days prior to the termination of this agreement, the parties will meet to determine if a new agreement can be negotiated.

In the event this Agreement is terminated as set forth above, then the disposition of the office is subject to negotiation between OWNER and AGENT.

SECTION ELEVEN

TERMINATION FOR CAUSE

If AGENT breaches any of the terms of this Agreement, OWNER shall give AGENT written notice of such breach. If AGENT fails to remedy the breach within thirty days after receiving the above-described notice, OWNER may terminate this AGREEMENT.

SECTION TWELVE

CONDEMNATION

This Agreement shall terminate in the event of a total condemnation of the property. If there is a partial condemnation of the property, this Agreement may be terminated at the option of OWNER. If such a partial condemnation of the property reduces the compensation of AGENT by more than 50%, AGENT may terminate this Agreement. OWNER shall be entitled to all consequential damages awarded as a result of any eminent domain proceeding.

SECTION THIRTEEN

BANKRUPTCY

If bankruptcy proceedings, whether voluntary or involuntary, are commenced against either OWNER or AGENT, or if either party enters into a composition agreement with its creditors, either party may terminate this Agreement if the ability to perform in accordance with the stipulations of this Agreement are impeded. Such termination may be made by giving thirty days written notice to the other party.

SECTION FOURTEEN

NO PROPERTY INTEREST CREATED

Nothing contained in this Agreement shall be deemed to create

or shall be construed as creating in AGENT any property interest in or to the property.

SECTION SIXTEEN

INDEPENDENT CONTRACTOR

AGENT is an independent contractor and not an employee of OWNER for any purpose.

SECTION SEVENTEEN

COVENANTS AND CONDITIONS

All of the terms and conditions of this Agreement are expressly intended to be construed as covenants as well as conditions.

SECTION EIGHTEEN

NOTICE

All notices, requests, demands, or other communications hereunder shall be in writing, and shall be deemed to have been duly given if delivered in person, or within Three days after deposited in the United States mail, or otherwise actually delivered to the OWNER at 1873 #3, West Homestead Farms Lane or to the AGENT at 1873 #3, West Homestead Farms Lane. Either party hereto may change the address at which he received written notices by so notifying the other party hereto in writing.

SECTION NINETEEN

ASSIGNMENT

This Agreement shall be binding on and inure to the benefit of the successors and assigns; provided, however, that this agreement may not be assigned by AGENT without prior written consent of OWNER, or by OWNER without prior written consent of AGENT. Anything in the foregoing to the contrary notwithstanding, AGENT may without the consent of OWNER, delegate the performance of (but not responsibility for) any duties and obligations of AGENT to any independent contractor or entity.

SECTION TWENTY

EFFECT OF PARTIAL INVALIDITY

Should any section or any part of any section of this Agreement be rendered void, invalid, or unenforceable by any Court of law, for any reason, such a determination shall not render void invalid, or unenforceable any other section or any part of any section in this agreement.

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SECTION TWENTY ONE

CHOICE OF LAW

This Agreement has been made and entered into in the State of Utah, and the laws of such State shall govern the validity and interpretation of this Agreement and the performance due hereunder.

SECTION TWENTY TWO

INTEGRATION

The drafting, execution, and delivery of this Agreement by the parties have been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein

SECTION TWENTY-THREE

ATTORNEYS FEES

Should either party bring suit to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover Court costs and reasonable attorneys fees.

SECTION TWENTY-FOUR

MODIFICATION

This Agreement may not be modified unless such modification is in writing and signed by both parties to this Agreement.

SECTION TWENTY-FIVE

OTHER ACTIVITIES OF AGENT

This Agreement does not preclude AGENT from engaging in other Real Estate activities or other pursuits providing such activities do not interfere with services stipulated herein. AGENT is permitted to conduct real estate activities and perform home improvements for members of association providing that the position of Manager is not used to coerce or intimidate members.

This Agreement does not contain SECTIONS SIX AND FIFTEEN.

DATED this Fourth day of March, 1981.

HOMEOWNERS ASSOCIATION
OF HOMESTEAD FARMS

by: _____
Title _____

J. W. HEALY AND ASSOCIATES, INC.

by: *Joseph W. Healy*
Title *President*

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MANAGEMENT AGREEMENT dated March 4, 1981, Between J. W. Healy and Associates Inc., as AGENT, and Homestead Farms Association, as OWNER.

Dated this Fourth day of march, 1981.

HOMEOWNERS ASSOCIATION
OF HOMESTEAD FARMS

By: Carolyn Andersen
Title President

By: Rothie Robinson
Title 1st Vice President

By: J. A. [Signature]
Title 2nd Vice President

By: _____
Title _____

By: Richard H. [Signature]
Title Treasurer

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STATE OF UTAH
COUNTY OF Salt Lake } ss.

On the 1st day of March, 19 85, personally appeared before me
JOSEPH W. HEALY and JOSEPH W. HEALY
who being by me duly sworn did say, each for himself, that he, the said JOSEPH W. HEALY is the
President, and he the said JOSEPH W. HEALY is the Secretary of J.W. HEALY AND ASSOCIATES
INC. Company, and that the within and foregoing instrument was signed in behalf of said Corporation
by authority of a resolution of its Board of Directors and said JOSEPH W. HEALY and
each duly acknowledged to me that said Corporation executed the same and that the seal
affixed is the seal of said corporation.

My commission expires 10-1-88

Residing in Salt Lake County

Catherine C. Bruins
Notary Public

CORPORATION ACKNOWLEDGMENT

Form No. U-14

STATE OF UTAH
COUNTY OF Salt Lake } ss.

On the 25th day of February, 19 85, personally appeared before me
CAROLYN ANDERSON and CAROLYN ANDERSON
who being by me duly sworn did say, each for himself, that he, the said CAROLYN ANDERSON is the
President, and he the said CAROLYN ANDERSON is the Secretary of HOMEOWNERS ASSOCIATION OF
HOMESTEAD FARMS Company, and that the within and foregoing instrument was signed in behalf of said Corporation
by authority of a resolution of its Board of Directors and said CAROLYN ANDERSON and
each duly acknowledged to me that said Corporation executed the same and that the seal
affixed is the seal of said corporation.

My commission expires 1-26-87

Residing in West Valley City

Carolyn Anderson
Lu Ann W. Pope
Notary Public

CORPORATION ACKNOWLEDGMENT

Form No. U-14

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ADDENDUM TO CONTRACT

The contract between Homestead Farms Association, hereinafter called "Association" and J. W. Healy and Associates, hereinafter called "Manager", dated March 4, 1981 relative to the management of Homestead Farms Planned Unit Development, is hereby amended by the stipulations and provisions of this addendum.

1. Under the provisions of this addendum, the Manager will assume the responsibilities for and will perform the functions and activities of the Association as follows:

a. ACCOUNTING. The manager will perform the following accounting activities of the Association:

(1) Collect all annual and special assessments and any other monies received by the Association; make timely deposits of all money received; maintain a ledger for each account and post all receipts; send notices to Homeowners who are delinquent in the paying of their dues; and maintain charts or other descriptive material that will show the status of collections.

(2) Prepare monthly statements of incomes and expenses for presentation to the Board of Directors and make recommendations regarding these accounts.

(3) Initiate and follow-up legal, lein, foreclosure and other collections actions to collect delinquent assessments.

(4) Receive invoices, post to proper accounts, and maintain files. Prepare checks to pay expenses, post and file vouchers.

(5) Maintain Association check books and bank accounts. Reconcile check books monthly.

(6) Maintain, post and account a petty cash fund.

(7) Prepare annual budgets for submission to the Board.

b. MAINTENANCE. The Manager will supervise all maintenance activities of the Association including yard and grounds care, street maintenance, building exterior maintenance, RV Parking Lot maintenance and/or the repair of other Association properties. The Manager will obtain bids for contract work to be done and make recommendations to the Board relative to such contracts and will insure that work performed is in accordance with the contracts.

c. ADMINISTRATION. The Manager will maintain an office for use of the Association and, in that office, will maintain all correspondence and accounting files of the Association. The Manager will receive all mail addressed to the Association and will prepare replies to correspondence as needed.

d. CONTROL. The Manager will use his best efforts through personal contacts, correspondence, and legal actions to enforce the provisions of the Declaration regarding parking, animal control, and vandalism within Homestead Farms.

2. Under the terms of this Addendum, Homestead Farms Association will pay J. W. Healy and Associates the sum of \$200.00 per month. This amount will be in addition to that specified in the basic contract. Officers of the Association will sign checks and correspondence as provided in the Rules and Regulations of the Association or as otherwise prescribed by the Board of Directors. This Addendum becomes effective on the First Day of March 1983.

Wayne J. Healy
Homestead Farms Association

J. W. Healy
J. W. Healy & Associates

Dated this 1st day of March 1983.

Carolyn Andersen
Arnold C. Pope

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1983

STATE OF UTAH }
COUNTY OF Salt Lake } ss.

On the 15th day of March, 1985, personally appeared before me
JOSEPH W. HEALY and _____
who being by me duly sworn did say, each for himself, that he, the said JOSEPH W. HEALY is the
President, and he the said _____ is the Secretary of J.W. HEALY & ASSOCIATES
Company, and that the within and foregoing instrument was signed in behalf of said Corporation
by authority of a resolution of its Board of Directors and said JOSEPH W. HEALY and _____
each duly acknowledged to me that said Corporation executed the same and that the seal
affixed is the seal of said corporation.

My commission expires 10-1-88

Residing in Salt Lake County

Catherine C. Burns
Notary Public

CORPORATION ACKNOWLEDGMENT
Form No. U-14

STATE OF UTAH }
COUNTY OF Salt Lake } ss.

On the 15th day of March, 1985, personally appeared before me
DARYL J. HEALY and _____
who being by me duly sworn did say, each for himself, that he, the said DARYL J. HEALY is the
President, and he the said _____ is the Secretary of HOMESTEAD FARMS ASSOCIATION
Company, and that the within and foregoing instrument was signed in behalf of said Corporation
by authority of a resolution of its Board of Directors and said _____ and _____
each duly acknowledged to me that said Corporation executed the same and that the seal
affixed is the seal of said corporation.

My commission expires 10-1-88

Residing in Salt Lake County

Catherine C. Burns
Notary Public

CORPORATION ACKNOWLEDGMENT
Form No. U-14

Return to:

Joseph W. Healy
873 #3 W. Homestead Farms Lane
West Valley, UT 84119

REC'D
MAR 1 10 34 AM '85
REBECCA GRAY
D.M.
KAREN GRAY

40

Joseph W. Healy

MAIL ROOM
RECEIVED
SALT LAKE COUNTY

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