

MAINTENANCE AGREEMENT AMENDMENT

PROPERTY: Avalon Beach Estates Homeowners Association, Inc.
Located at: Miramar Beach, FL 32550
Mail to: P.O. Box 6296, Miramar Beach, FL 32550

AGENT: Homeowners' Management Enterprises, Inc.
dba Gulf Coast Management
Mail to: P.O. Box 1666, Destin, FL 32550-1666
Located at: 910 Airport Road, Suite A-5, Destin, FL 32541

This agreement (the "Agreement") is made and entered into this 1st day of October, 2011, by and between the Avalon Beach Estates Homeowners' Association known as (the "Association") which is established in accordance with the laws of the State of Florida for the property known as Avalon Beach Estates located in **Miramar Beach, FL 32550** (the "Property"), and **Homeowners' Management Enterprises, Inc. dba Gulf Coast Management** (the "Contractor") located at **910 Airport Road, Suite A-5, Destin, FL 32541**. This agreement amends the original agreement beginning May 11, 2011.

AUTHORITY OF THE AGREEMENT

The Board of Directors of the Association (the "Board"), on behalf of the **Avalon Beach Estates Association**, hereby appoints Agent to maintain and oversee the overall common area maintenance of the swimming pool deck area and rest rooms, tennis courts, sidewalks, and beach entrance and gate.

The parties further agree as follows:

Section 1 TERM OF AGREEMENT

The Board appoints Agent to oversee and maintain the Property for the period beginning on **October 1, 2011** to **April 30, 2012**, or unless canceled by either party upon thirty (30) days written notice to the other party without cause.

Section 2 SERVICES OF AGENT

"Agent" shall, at a cost of **\$475 per month**, plus any out of pocket supplies, visit the "Property" four times per week, weather permitting, to oversee and ensure that the common area **swimming pool deck and bath houses** are kept clean and maintained, and that the **sidewalks, tennis courts, and beach entrance areas** are blown off and kept free from sand, dirt and debris, and that the **beach gate** is working properly at all times. "Agent" will be available for emergency calls seven days per week/ 24 hours per day. Extra (emergency or necessary) visits to the property will be billed at a rate of \$35 per hour, plus any necessary materials. Any extra visits made necessary due to fault of "Agent" will not be billed. Upon request, "Agent" will reduce the number of visits to the property to three times per week for **\$375 per month** as requested by the Board, plus any out of pocket supplies, provided that "Agent" is notified at least 30 days in advance of any requested change in scheduled visits.

2.1 Swimming Pool Area and Bath Houses: Make sure that the pool bath houses are kept clean, toilets and urinals are in good working order, lights are working and bulbs replaced as needed, and that soap, paper towels, air freshener, cleaning supplies, garbage bags, and toilet paper are replaced as needed and kept in supply. Pool area duties include blowing off sidewalk in front of pool area, blow off pool deck, wipe off tables and chairs, and empty trash cans and cigarette butt containers. Ensure that the daily pool chemical log is completed by pool contractor, lights are working with bulbs replaced as needed, and that the pool entrance gate is in good working order.

2.2 Tennis Courts: Inspect and, if necessary, blow off both tennis courts and surrounding areas on each visit to ensure they are free of sand, dirt, and other debris. Areas to be left in a clean and safe condition.

2.3 Sidewalks: Inspect and, if necessary, blow off sidewalks on each visit to ensure they are free of dirt, pine straw, leaves, and other debris. Sidewalks to be left in a clean and safe condition. Once per year sidewalks are to be pressure washed (Price to be determined at that time.)

2.4 Beach Entrance: Inspect and, if necessary, blow off and clean area on each visit to ensure it is free of sand, dirt, and other debris. Check for loose boards and raised nails and re-nail as needed. (Replacement of boards is not included in this contract.) Area to be left in a clean and safe condition.

2.5 Beach Gate: Inspect gate on each visit and ensure that it is lubricated and kept in proper working order at all times.

2.6 Maintenance Checklist: Perform all items as described on attached checklist.

Section 3 INTERPRETATION OF CONTRACT

This agreement shall be construed according to the laws of the State of Florida.

Section 4 INDEMNITY BY AGENT

The Agent shall indemnify the Association and hold the Association harmless against all claims for the personal injury and property damage caused by the Agent in performance of this contract. The Agent shall maintain a minimum of \$1,000,000 liability coverage and workers compensation insurance as required by the State of Florida to include that the insurance coverage is appropriate for this position. At the time of signing of this contract, Agent shall provide the Association with a certificate of insurance coverage reflecting Agent's coverage for personal injury and property damage which may be caused by the Agent in the performance of this contract. The Association shall be named as an additional insured and will be responsible for the cost of any additional premium. Copies of the certificates of insurance shall be attached to this contract. Agent does not use or employ any subcontractors.

Section 5 STRUCTURAL CHANGES, EMERGENCY REPAIRS

Agent shall have no authority to make any structural changes in the Property or to make any other major alterations or additions in or to any building or equipment therein, 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 Property or for the safety of the individual owners and occupants or which are required to avoid the suspension of any necessary service to the Property. Agent will make every attempt to first contact a member or members of the Board of Directors in the event an emergency decision is necessary.

Section 6 BUILDING COMPLIANCE

Agent shall not be responsible for the compliance of the existing Property or any of its existing equipment with the requirements of any building codes or with any statues, 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. Let it be known that the Agent is not a licensed building contractor, and therefore, the responsibility for compliance shall be confined to the limits of the Agent's license. The agent shall notify the Association promptly or forward to the Association promptly any complaints, warnings, or notices received by Agent relating to any building compliance 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 representatives, 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.

Section 7 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 does not 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.

Section 8 SAVE AGENT HARMLESS FROM LIABILITY SUITS

The Association will indemnify and hold harmless the Agent from any liability for damages, costs and expenses arising from injury to any person or property in connection with the Association, its common elements and units to an extent not exceeding the limits of insurance, unless such injury shall be caused by the Agent's own gross negligence or willful misconduct, or that of Agent's employees. The Agent shall not be liable to the Association or its members for any loss or damage not caused by the Agent's own gross negligence or willful misconduct.

Section 9 MEDIATION

All claims and disputes between parties under this agreement shall first be subject to mediation. Mitigation is required prior to litigation of any disputes between the parties.

Section 10 ATTORNEY'S FEES and COSTS

In connection with any breach, default, collection, or litigation, including appellate proceedings, arising out of this Agreement, the prevailing party shall be entitled reasonable attorneys' fees and costs.

Section 11- FORCE MAJEUR

Any delays in performance of any obligation of Agent 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 12 CONTRACT TERM AND CONDITIONS

This contract will be reviewed annually and automatically renewed for the following twelve months unless notice is given thirty (30) days of the annual renewal date. The contract may be amended at any time by mutual agreement of either party to this contract. The contract can be terminated at any time by either party with written notice of termination not less than thirty (30) days in advance. Notice shall be properly given when delivered by certified mail to the other party, return receipt requested.


Section 13 ASSIGNMENT PROHIBITED

Assignment of this contract by either party is prohibited without written consent of the other party.

SIGNATURES:


The parties have executed this agreement for the day and year written above:

Avalon Beach Estates Homeowners' Association, Inc.



Ron Padgett, President

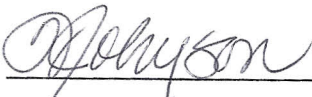
10/26/11
Date



Brad Blalock, Treasurer

11/1/11
Date

Homeowners Management Enterprises, Inc.,
dba Gulf Coast Management



Waverly Johnson, President

October 24, 2011
Date

PROPERTY: AVALON BEACH ESTATES --- MONTH _____

ITEM:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
BEACH WALKOVER																																
BLOW OFF WALKOVER																																
CHECK FOR LOOSE BOARDS & RAISED NAILS - REPAIR AS NECESSARY																																
BEACH GATE CKD/LUBED																																
POOL AREA																																
BLOW OFF SIDEWALK																																
POOL GATE CKD/LUBED																																
CHECK POOL LOG																																
WIPE OFF TABLES/CHAIRS																																
BLOW OFF DECK																																
EMPTY TRASH CANS																																
CLEAN CIGARETTE BUTT CANS																																
REPLACE BURNED OUT LIGHT BLUBS																																
BATH HOUSES																																
CHECK FOR CLEANLINESS																																
REPLACE SOAP																																
PAPER TOWELS, TOILET PAPER, AIR FRESHENER AS REQUIRED																																
REPLACE BURNED OUT LIGHT BLUBS																																
CHECK FOR PROPER OPS OF TOILETS & URINALS																																
TENNIS COURTS																																
BLOW OFF COURTS																																
PERODIC ITEMS																																
CLEAN POOL FURNITURE																																
SUPPLY INVENTORY	ON																															
	HAND																															
LIQUID SOAP																																
TOILET PAPER (ROLLS)																																
PAPER ROWELS (ROLLS)																																
GARBAGE BAGS																																
SCRUBBERS																																
AIR FRESHENER																																
EQUIPMENT CLEANER (SIMPLE GREEN)																																
GLASS CLEANER																																

INDICATE ITEMS PUECHASED BELOW

REM