



Celtic Property Management

3100 Theodore, Suite 100
Joliet, Illinois 60435
(815) 730-1500
(815) 726-4800 Fax
www.celticpm.com



Our Mission Statement

Our goal at Celtic Property Management is to provide the highest level of service to meet each individual Association's needs. We strive to create a partnership with our clients by listening and responding to your suggestions and comments and we will work to ensure a mutually beneficial relationship.

Celtic Property Management is fully committed to our clients. In addition to providing the services you may already have in mind, with our knowledge and experience we may be able to offer helpful suggestions to increase the benefit of those services or we may be able to recommend new services that will be of value to both the Association and to the Unit Owners.

We strongly believe that with integrity and response-oriented service we can provide our clients with a Property Management System that will meet all their needs.

This Agreement (the "Agreement") is made and entered into this 30th day of March 2023, by and between (the "Association" as defined in the Declaration of Covenants and Restrictions and By-Laws for **SILVER LAKE HOMEOWNERS ASSOCIATION** known as "SILVER LAKE HOMEOWNERS ASSOCIATION" (the Association) which is established in accordance with the laws of the State of Illinois for the Property known as SILVER LAKE HOMEOWNERS ASSOCIATION located in Orland Park, IL. (the "Property"), and Celtic Property Management, Inc., an Illinois Corporation Licensed and in good standing within the State of Illinois (the "Agent").

Authority of the Agreement:

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

Section 1 - Term of Agreement:

The Board appoints Agent exclusively to manage the Property for a period of 24 months beginning June 1, 2023. This agreement automatically renews for like term 24 months unless this Agreement is terminated as provided in this section or on sections 11 or 12. Either party may terminate this agreement at the end of the initial term or at the end of any two-year period provided that written notice is given to the other party on or before the thirtieth (30th) day prior to the expiration of such one year renewal period.

Section 2 - Services of Agent:

Agent shall manage the Property in conjunction with the Common Interest Community Act of Illinois and all other applicable laws and ordinances to the extent, for the period, and upon terms of this agreement. Agent shall perform the following services in the name of and on behalf of the Association, and the Associations; hereby gives Agent the authority and powers required to perform these services.

2.1 - Collection of Assessments:

Agent shall collect (and give receipts form if necessary) all monthly assessments and other monies that are due the Association with respect to the Property and for all rental or other payments from concessionaires, if any. Agent will be responsible for collecting late fees each month. However, Agent shall have authority and responsibility to collect delinquent assessments at 30 days delinquent or other charges and to send notices of delinquency to homeowners. **Agent will also send out delinquency notices for arrears as follows:**

1. **05 Days in Arrears, personal phone call or email contact is made to the Owner.**
2. **20 Days in Arrears, a reminder notice is sent to Owner.**
3. **30 Days to 90 in Arrears, a demand notice is delivered to Owner and late fees are applied per Association policy.**

4. At the end of the demand period, legal proceedings commence to remove the Owner permanently from the premises. Upon Board approval accounts are then turned over to the attorney for legal proceedings.

All of Agent's collection-related activities shall be consistent with all State and Federal Laws. Agent shall cooperate with legal counsel and provide all necessary information to allow Associations' counsel to efficiently process all delinquent accounts. **Agent shall provide multiple ways for unit owners to pay monthly assessments either by mail, over the phone, or by the on-line portal using e-check, ACH, debit or credit cards.**

2.2 - Record of Income and Expenditures:

Agents shall maintain records of all income and expenses relating to the Property and shall submit to the Association on or before the 15th day of the following month, a statement of receipts and disbursement for the preceding month, including a statement of the balance in all the bank account for the Property.

2.3 - Preparation of Annual Budget:

Ninety (90) days prior to the beginning of each fiscal year, which begins on January 1st, Agent shall provide input to the Board for the Annual Budget for the next year showing anticipated income and expense for such year. Agent will work with the Board of Directors on annual expenses and budget.

2.4 - Submission of Annual Report:

Within thirty (30) days after the end of each fiscal year, Agent shall submit the Association a summary of all receipts and disbursements relating to the Property for the preceding year. However, submission of such annual report shall not be construed to require Agent to supply an audit. Any audit required by the Association shall be prepared at the Association's expense and by auditor(s) of its selection.

2.5 - Payment of Expenses:

From the funds of the Association, Agent shall pay all expenses of the Property, including taxes, water rates and other governmental charges, and all other charges or obligations incurred by the Association or by Agent on behalf of the Association with respect to the maintenance or operation of the Property or pursuant to the terms of this Agreement or pursuant to other authority granted by the Board on behalf of the Association.

2.6 - Record of Insurance:

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

2.7 - Other Specific Services of Agent:

Record keeping of all Associations documents. An on-line portal providing 24/7 access to all unit owners automated services. 24/7 live customer service, on-line capability to all unit owners. **Agent will provide complete automation of all services via Agent's software unit homeowners.**

Provide access to qualified legal advisors for consultation as needed Insure that all legal requirements are met when handling delinquent accounts and/or Foreclosures/bankruptcy. Assist in Association's compliance with all applicable laws and Association governing documents provide means to name registered agent for Association

Section 3 - Limitation on Expenditures by Agent:

In discharging its responsibilities under Section two (2) of this agreement, Agent shall not make any unbudgeted expenditures or incur any nonrecurring contractual obligation exceeding \$100.00 without the prior consent of the Association through the Board. However, no such consent shall be required to repay any advances made by Agent under the terms of Section five. Notwithstanding these limitations, Agent may, on behalf of the Association and without prior consent of the Board, expend any amount or incur a contractual obligation in any amount required to deal with emergency conditions which may involve a danger to life or Property which may threaten the safety of the Property or an individual owner and occupant or which may threaten the suspension of any necessary service to the Property. Agent shall attempt to reach the President or Treasurer prior to making any non-budgeted expenditures and shall notify the Board of such expenditures within two (2) business days.

Section 4 - Agent Not Responsible for Maintenance of Individual Units:

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

Section 5 - Disposition of Funds:

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

Section 5.1 - Deposit of Collections:

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

5.2 - Payment of Expenses:

Agent shall pay expenses of operation and management of the Property from the Association's funds held in account by Agent along with approval by at least one Board Members, unless otherwise directed by the Board of Directors. Any amounts owed to Agent by the Association shall also be paid from such account at any time without prior notice to the Association. The Board will have on-line access to view invoices and payments.

5.3 - Agent Not Required to Advance Funds:

Agent shall have no obligation to advance funds to the Association for any purpose whatsoever. Any funds advanced to the Association by Agent shall be repaid to Agent immediately from the Association's funds. Any sums due Agent under any provision of the Agreement, and not paid within seven (7) days after such sums have become due, shall be subject to a late fee \$15.00 per month.

5.4 - Bonding of Employees:

All employees of Agent who handle or are responsible for the safekeeping of any monies of the Association shall be covered by a bond protecting the Association. Such bond shall be in a minimum amount equal to the amount of Association funds in the possession or control of Agent, but in no event in an amount less than what is required by applicable law, including, without limitation, the Community Association Licensing Act, as amended from time to time. Such bond shall be with a company determined by Agent and may be blanket or umbrella bond. The expense of such bonding shall be paid by the Agent. In the event of the loss to the Association, the Association shall be the recipient of the proceeds of the bond.

Section 6 - Attendance at Board Meetings:

Agent or designated employee or other representative of Agent, shall attend (4) meetings per year with the Board at no cost to the Association; these meetings must be scheduled for Monday through Friday of the work week. However, neither Agent nor its representative shall be required to record the minutes of such meeting.

Section 7 - Two Board Members to Deal with Agent:

The Board shall designate two of its members who shall be authorized to deal with Agent on any matter relating to the Management of the Property. Agent shall not accept directions or instruction with regard to the manager of the Property from anyone else besides the two designated Board Members unless voted by the majority of the Board. In the absence of any of the two designates appointed by the Board, the President of the Board shall be deemed to have this authority. The Board appoints the other Board Members as alternates should the designates be unavailable. Agent may, but is not required to, submit any matter, direction, instruction or the like to the Board and shall then follow the direction of the Board.

Section 8 - Limitation of Agent's Authority and Responsibility:

Agent's authority to act responsibility of the Property shall be subject to the limitations set forth below.

The Agent shall not be responsible for the compliance of the Property or an of its equipment with the requirements of any building codes or with any statues, ordinance, 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 government or agencies, or any public authority or official thereof having jurisdiction over it. However, Agent shall notify the Association promptly or forward to the Association any complaints, warnings, notices, or summonses received by 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 what so ever which may be imposed on them by reason of any present or future violation or alleged violation of such laws, ordinance, rules, or regulations, except to the extent that such violation is caused by the Agent.

8.1 - Agent Assumes No Liability:

Agents assumes no liability whatsoever for any acts or omission of the Board or the Association, or any previous Boards or current or previous owners of the Property, or any previous management or other Agent of either. Agent assumes no liability for any failure of or default by any individual Unit owner in the payment of any assessment or other charges due the Association or in the performance of any obligation of others to the Association or the Board, Agent likewise assumes no liability for any failure or default by concessionaires in any rental or other payment to the Association. Nor does Agent assume any liability for previously unknown violations of environmental or other regulations which may become known during the period this agreement is in effect. Any such regulatory violation or hazard discovered by Agent shall be brought to the attention of the Association in writing, and the Association shall promptly cure them.

Section 9 - Agents Compensation:

The Association shall pay Agent a management fee of **\$495.00** per month for the term of the contract. The management fee shall be paid monthly in advance. No further charge shall be made by Agent for Agent's services and other services of Agent's professional staff, except as otherwise expressly provide in this Agreement. Any clerical services performed for the Association, such as preparation and circulation of notices and newsletters and general correspondence of the Association, shall be the Association's expense, including postage and other expenses.

9.1 - For Other Services:

Agent will process closing documents and provide other information for homeowners selling or refinancing their homes as required by law, including but not necessarily limited to a paid assessment letter. Agent may charge a separate fee for this service to the homeowner, attorney, bank, broker or any other party requesting these documents, provided that such fee shall be fair and within average market process and shall be disclosed prior to processing such documents. The Association shall have no obligation to Agent for payment of any charges for services performed by Agent under this paragraph; the obligation for payment of any and all charges and fees for services performed by Agent under this paragraph shall be the responsibility of the homeowner, attorney, bank, broker or other party requesting such documents. For all financing documentation the cost is paid by either the unit owner or potential buyer of the unit, starting at \$75.00 per owner payable to Celtic Property Management, Inc., prior to processing refinancing document and starting at \$100.00 per owner payable to Celtic Property Management prior to processing document for resale of the Unit. All fees charged will be in Accordance to the Declarations, Covenants and Restrictions of the Association.

For mass mailers, fifty (.60) cents per copy for Association mass distributions and ten (.10) cents for any additional page, plus applicable postage. For copies of Bylaws, declaration and other Association documents a fee of \$10/copy is charged. For evictions and Court appearances, which require the attendance of a representative from Celtic Property Management, \$100 will be charged for court cost and \$200 for evictions. \$100 would be charged for owners account for those sent to the collection attorney. Storage of old records - \$20 per box per year if greater than four boxes. (Four boxes of storage included at no additional charge).

Section 10 - Obligation of the Association:

10.1 - Save Agent Harmless from Liability Suits:

The Association shall indemnify, defend, and save Agent harmless from all suits or other claims in connection with or arising out of the Property or the management thereof. In such event Association shall pay all expenses incurred by Agent including, but not limited to, all attorney's fees, costs, and expenses incurred to represent Agent in regard to any

claim, proceeding or suit involving alleged negligence of Agent or its employees in connection with or arising out of the management of the Property, however, that the provisions of the paragraph shall not require the Association to indemnify, defend and save Agent, or any of its officers, directors or employees, if such suits or claims arise out of Agent's, or any of Agent's officers, directors or employees, fraud, or criminal conduct.

10.2 - Establish and Maintain Liability Insurance:

The Association shall carry at its own expense public liability and such other insurance as may be necessary or appropriate. Such insurance policies shall name both the Association and Agent as insured, and their coverage shall be adequate to protect the interest of both parties and in form, substance, and amounts reasonably satisfactory to Agent. The Association shall provide Agent with certificates evidencing such insurance or with duplicate copies of such policies within 15 days from the date of execution of this Agreement; or Agent may, but shall not be obligated to, place said insurance and charge the cost thereof to the account of the Association. Said policies shall provide the notice of default or cancellation shall be sent to Agent as well as to the Association and shall require a minimum of 30 days written notice to Agent before any cancellation of or changes to said policies.

10.3 - Pay All Expenses of Any Litigation:

Provided the Agent was not negligent or at fault, the Association shall pay all expense incurred by Agent including, but not limited Agent's cost and time, and liability, fines, penalties or the like, settlement amounts and attorney's fees for counsel employed to represent Agent or the Association in any proceeding or suit in connection with or arising out of the Property or the management thereof. However, the Association shall not be responsible to Agent for any such expenses in the event Agent, or any of Agent's officers, directors or employees, is finally adjudged to have engaged in fraud, or criminal conduct. Nothing contained in this Agreement shall obligate Agent to employ legal counsel to represent the Board or the Association in any such proceeding or suit.

Provided the Agent was not negligent or at fault, the Association shall indemnify, defend, and save Agent harmless from all claims, investigations, and suits or from the Association's or the Board's actions or failures to act, with respect to any alleged or actual violation of state or federal labor laws. The Association's obligation with respect to such violation(s) shall include payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expense, and attorney's fees.

Section 11 - Termination by Agent for Cause:

11.1 - Termination by Agent for Cause:

Agent shall have the right to cancel this Agreement at any time in the event that any insurance required of the Association is not maintained. Agent shall also have the right to cancel this agreement at any time in the event it is alleged or charged that the Property or any equipment therein or any act or failure to act by the Board or the Association with respect to the Property or the sale, rental, or other disposition thereof or with respect to the hiring of employees to manage it fails to comply with or is in violation of any requirement of constitutional provision, statute, ordinance, law, or regulation of any governmental body or any order or ruling of any public authority or official thereof having or claiming to have jurisdiction over it, and Agent in its sole and absolute discretion consider that the action or position of the Association or the Board with respect thereof may result in damage or liability to Agent, or disciplinary proceeding with respect to Agent's license. Agent shall provide written notice to the Association of its election to terminate this agreement, in which case termination shall be effective upon service of such notice.

11.2 Termination by the Association:

The Association can terminate the Management Company for the following:

1. In the event a petition in bankruptcy is filed by or against Agent or in the event that Agent shall make an assignment for the benefit of creditors or take advantage of any insolvency act, the Association may terminate this agreement upon three (3) day notice to Agent and;
2. Either party may terminate this contract without cause and without payment of a termination fee or penalty. Upon cancellation, the balance of this contract remaining monthly fee will be voided upon (60) day prior written notice.

Section 12 - Termination by the Association or Agent: Cancellation Fee:

The Agent may cancel this agreement at any time on not less than sixty (60) days prior notice to the other party. The Association may cancel this per default on not less than sixty (60) days prior notice to the other party as set forth in Section 11.2 The Association will not be charge any further fees after the confirmation of the 60-day notice.

Notice shall be sent certified mail to the following address:

Celtic Property Management, Inc.
3100 Theodore, Suite 100
Joliet, IL. 50435

Section 13 - Association Responsible for Payments:

Upon termination or withdrawal from this Agreement by either party, the Association shall assume the obligations of any contract or outstanding bill executed by Agent under this Agreement for and on behalf of the Association and responsibility for payment of all unpaid bills. In addition, the Association shall furnish Agent Security, in an amount satisfactory to Agent and Board, against any obligations or liability which Agent may have Property incurred on the Associations behalf under this Agreement.

Agent shall turnover all of the books/records/accounts of the Association upon termination or expiration of the Agreement. Agent shall deliver to the Association, with thirty (30) days after the end of the month in which this Agreement is terminated, any balance of monies due the Association which were held by Agent with respect to the Property, as well as a final accounting reflecting the balance of income and expenses with respect to the Property as of the date of termination or withdrawal and all records, contracts, leases, receipts for deposit and other papers or documents which pertain to the Property. Agent will deliver sixty (60) days after termination, notice all other Association documents except records as stated above.

Section 14 - Relationship of Agent to the Association:

The relationship of the parties to this Agreement shall be that of Principal and Agent, and all duties to be performed by Agent under this Agreement shall be fore and on behalf of, in the name of and for the account of the Association. In taking any action under this Agreement, Agent shall be acting only as Agent for the Association, and nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship between the parties to this Agreement except that of Principal an Agent, or as requiring Agent to bear any portion of losses arising out of or connected with the ownership or operation of the Property. Nor shall Agent at any time during the period of this Agreement be considered a direct employee of the Association. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement, except that Agent is authorized to act with such additional authority and power as may be necessary to carry out the spirit and intent of this agreement.

Section 15 - Indemnification Survives Termination:

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

Section 16 - Headings:

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

Section 17 - Force Majeure:

Any delays in the 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, governmental regulations, riots, adverse weather, and other similar causes not within the control of the Agent, and time periods required for performance shall be extended accordingly.

Section 18 - Complete Agreement:

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

Section 19 - Rights Cumulative, No Waiver:

No right or remedy herein conferred upon or reserved to either of the parties to this agreement is intended to be exclusive of any other right or remedy, and each and every

right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing the occurrence of an event of default under this agreement. The failure of either party to this agreement to insist at any time upon the strict observance or performance of any of the provisions of this agreement, or to exercise any right or remedy as provided in this agreement, shall not impair any such right or remedy with respect to subsequent defaults. Every right and remedy given by this agreement to the parties to it may be exercised from time to time and as often as may be deemed expedient by those parties.

Section 20 - Applicable Law and Partial Invalidity:

The execution, interpretation, and performance of this agree shall in all respect be controlled and governed by the laws of the State of Illinois. If any part of this agreement shall be declared invalid or unenforceable, Agent shall have the option to terminate this agreement by notice to the Association.

Section 21 - Notices:

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

21.1 - To the Agent:

Celtic Property Management, Inc.
3100 Theodore Suite 100
Joliet, IL. 60435

21.2 To the Association:

Silver Lake Homeowners Association
Board of Directors

21.3 - Delivery of Notices:

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


Section 22 - Agreement Binding on Successors and Assigns:

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

Signatures:

In witness whereof, the parties hereto have affixed or caused to be affixed their respective signature this 19th day of April, 2023.

Board of Directors:


Board Member

Board of Directors:


Board Member

TIMOTHY MCGINNIS
Celtic Property Management, Inc.
Timothy McGinnis, President

