

CONTRACT

THIS AGREEMENT, made and entered into the 21 day of SEPTEMBER 2022, by and between the **Raintree Plantation Property Owners Assn**, of Jefferson County, Missouri, hereafter referred to as "**Raintree Plantation POA**" and **City & Village Tax Office, L.L.C.**, of St. Louis County, Missouri, hereafter referred to as "**CVTO**".

WITNESSETH:

That for and in consideration of payments hereinafter mentioned to be made to the "**CVTO**" by the "**Raintree Plantation POA**", "**CVTO**" agrees to do clerical work for the "**Raintree Plantation POA**" and both parties agree to the terms as follows:

Records Setup

1. "**Raintree Plantation POA**" shall provide to "**CVTO**":
 - a listing of owners
 - a list of property addresses and lot numbers
 - a breakdown, by year, of any assessment amounts due
 - a recorded/stamped copy of all applicable indentures and/or restrictions
2. "**CVTO**" will verify ownership records provided by the "**Raintree Plantation POA**" with the current county records to make up a complete assessment record.

Billing

1. "**Raintree Plantation POA**" agree to complete and return "Minutes of Special Meeting" forms provided by "**CVTO**", a minimum of 30 days prior to any assessment notices being sent. The amount of the assessment is to be determined by the "**Raintree Plantation POA**".
2. "**CVTO**" shall send out all assessment notices to lot owners at the last known address, showing the amount of the current assessment including any prior unpaid amounts.
3. "**Raintree Plantation POA**" shall reimburse "**CVTO**" for the cost of postage for mailing original notices only.
4. "**CVTO**" will provide to the "**Raintree Plantation POA**" an assessment roll showing the name and address of each account to which an assessment notice was mailed.

Collection

1. "**CVTO**" shall receive all checks in payment of said assessment notices.
2. Promptly after the delinquent date as set forth by the "**Raintree Plantation POA**" and as appears on the assessment notice, "**CVTO**" shall prepare a list of delinquent and unpaid accounts upon which assessments remain outstanding. Said list shall contain information as to the delinquent or unpaid notices for assessments, including the amount of bill due, the description of the property, the parties against whom the assessment was made, and upon which the notice remains unpaid. Notices of delinquency shall be mailed to each delinquent property and shall include interest and/or late fees in accordance with the Indentures/Covenants.
3. At the "**Raintree Plantation POA**" request, "**CVTO**" shall prepare and file liens for delinquent assessments, should it become necessary. "**Raintree Plantation POA**" agree to sign said liens and to pay any applicable standard county filing fees. The cost of this filing fee will be attached to the delinquent account upon which the lien is filed and will be recovered when the account is paid in full.
4. At the "**Raintree Plantation POA's**" request, "**CVTO**" prepare and turn over delinquent accounts to our collection attorney, should it become necessary. Attorney and legal costs are determined on a case by case basis and will be borne by the subdivision if they cannot be recovered from the property owner. "**CVTO**" will not coordinate collection actions with outside attorneys hired by the "**Raintree Plantation POA.**"
5. Receipts for payments of assessments will not be sent.
6. "**CVTO**" will only add charges (i.e. late fees, interest, penalties) that are specifically allowed for by the governing documents of **Raintree Plantation POA**.

7. Due to a Statute of Limitations, "CVTO" cannot bill any amounts over 10 years delinquent, unless a judgement has been taken during that time frame.

Escrow

1. "CVTO" shall maintain an escrow account on behalf of the "Raintree Plantation POA". All assessment monies collected will be deposited into said escrow account in a timely manner.

2. All non-utility invoices presented to "CVTO" for payment by the "Raintree Plantation POA" bearing authorization of (#) 2 "Officers", will have payment remitted to the vendor as requested from said escrow account. Monthly utility invoices, including but not limited to water, sewer, electric, natural gas, trash removal, will be paid by "CVTO" without "Raintree Plantation POA" authorization. All disbursements to vendors will be made in a timely manner.

3. "CVTO" requires two "Raintree Plantation POA Officer's" authorizations on any reimbursements made directly to the person requesting said reimbursement.

4. "Raintree Plantation POA" is responsible for verifying the accuracy, completeness and appropriateness of all invoices prior to submission for payment. "CVTO" cannot be held responsible for incorrect, incomplete or inaccurate invoices. "CVTO" cannot be held responsible for any illegal and/or criminal acts committed by the "Raintree Plantation POA" in relation to the disbursement of funds including, but not limited to, the misappropriation of subdivision funds and fraud.

5. "CVTO" will sign all disbursement checks.

Reporting

1. "CVTO" shall provide reports on a monthly basis. The following information shall be included in the monthly reports:

- an income and disbursement statement, monthly and year-to-date reflected
- the current balance of the escrow account
- the current balance of any other accounts held "CVTO" on behalf of "Raintree Plantation POA"
- a detailed monthly check register showing date, payee, amount and disbursement code
- a listing, by account, of assessments received, showing base amount and interest received
- all monthly reports will be delivered via email unless other arrangement are made

2. "Raintree Plantation POA" shall be responsible for the filing of any state or federal income tax forms and issuing federal 1099 forms to vendors, if necessary.

3. All subdivision records are considered "open" for review by subdivision homeowners at any time during normal "CVTO" business hours. Homeowners will not be shown personal correspondence from other owners or a delinquent list containing homeowner names.

Fees

1. In consideration of the performance of the above mentioned work and the fulfillment of the above mentioned conditions by "CVTO", said "Raintree Plantation POA" agrees to pay "CVTO" a commission of One and Four-Tenths percent, (1.4%) on all collections received. Said commission amounts shall be withheld from assessment collections as they are received. Special assessments will have a commission based on the amount of the assessment to be agreed upon at the time of the special assessment.

2. "Raintree Plantation POA" agrees to pay to "CVTO" a one-time set-up fee of \$3000.00.

3. "CVTO" shall pay for and retain all books and records used in the collection of the assessments and payment of escrow invoices.

General Provisions

1. "CVTO" agrees to maintain an office in St. Louis County, Missouri, during the hours of 7:30 A.M. and 4:00 P.M., Monday through Friday excepting standard bank holidays and/or other days, as necessary or appropriate.

2. "Raintree Plantation POA" shall immediately notify "CVTO" in writing of any change of the Officers of Raintree Plantation POA. "CVTO" cannot be held responsible for any actions taken due to lack of said notification.

3. "Raintree Plantation POA" shall be responsible for adherence to the guidelines as set forth in the Indentures, Restrictions or Covenants governing the Raintree Plantation POA subdivision.

4. "CVTO" shall maintain an office within the boundaries of St. Louis County.

5. This contract shall be in full force and effect after its approval and shall continue until SIX MONTHS, and until the successor of said "CVTO" shall have been appointed, qualified as provided by law.

6. Either party may terminate this contract at any time upon giving a 30 day written notice.

Directors of Raintree Plantation POA, also known as "Directors":

John Willett - SECRETARY
signature

JOHN WILLETT
printed

Dwaine D. - President
signature

Dave Woodbridge
printed

Debra Enderson
signature

Debra Enderson
printed

Nicholas King
signature

Nicholas King
printed

City and Village Tax Office, L.L.C., also known as "CVTO":

Nick S. Larson
Signature

Nick S. Larson, Collector
printed