

IN THE CIRCUIT COURT  
OF THE 11<sup>th</sup> JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

COMMUNITY MANAGEMENT  
CONSULTANTS GROUP, INC.,  
D/B/A/ TIMBERLAKE MANAGEMENT,  
a Florida corporation,

CASE NO: 10-37733 CA (05)

Plaintiff,

vs.

KENLAND WALK PROPERTY OWNERS'  
ASSOCIATION, INC., a Florida non-profit  
corporation,

Defendant.

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**STIPULATION FOR SETTLEMENT**

COME NOW Plaintiff COMMUNITY MANAGEMENT CONSULTANTS GROUP, INC., D/B/A/ TIMBERLAKE MANAGEMENT and Defendant KENLAND WALK PROPERTY OWNERS' ASSOCIATION, INC., hereby enter into the following Stipulation for Settlement in resolution of the above styled case, and state as follows:

1. The Plaintiff COMMUNITY MANAGEMENT CONSULTANTS GROUP, INC., D/B/A/ TIMBERLAKE MANAGEMENT claim a debt is owed from the Defendant KENLAND WALK PROPERTY OWNERS' ASSOCIATION, INC.
2. The Parties wish to avoid further ligation and settle their disputes.
3. Therefore, in full and final settlement of the Plaintiff's claims, the Defendant shall hire the Plaintiff as the Defendant's management company and sign the attached *Management Contract* incorporated herein by reference. (*Please see the attached Management Contract as exhibit "A"*).

4. Upon Plaintiff's receipt of the fully executed *Stipulation for Settlement and Management Contract* provided herein, the Plaintiff shall file a Voluntary Dismissal with Prejudice in this cause.
5. Should the Defendant default under any of the terms of the attached *Management Contract* for any reason, the Defendant consents to the immediate entry of a Final Judgment for the full amount of **\$15,000.00**, in addition to pre-judgment interest, plus attorney's fees and court costs, without further notice or hearing, upon the filing of an Affidavit of Default.
6. Each party shall bear its own attorney's fees and costs in this action. However, should the Defendant default under any of the terms of the attached *Management Contract* for any reason, the Defendant shall be responsible for any future legal fees and costs incurred in obtaining Final Judgment, as well as all attorney's fees and court costs incurred in post-judgment collection activities, including, but not limited to, any levys, garnishments, and/or executions or post-judgment pleadings, hearings and discovery.
7. Each party has been represented by counsel of their choosing for review of this agreement and acknowledges that the terms are fair and reasonable.
8. Each party contributed to the terms and conditions of this *Stipulation for Settlement* and attached *Management Agreement*.
9. This *Stipulation for Settlement* shall not be effective, nor shall it be considered as executed, until all Parties have signed it.
10. The Court shall retain Jurisdiction to enforce the terms of this *Stipulation for Settlement*.
11. The undersigned parties affirmatively state that they have binding authority to sign on behalf of their respective Corporations

Agreed & Accepted:

KENLAND WALK PROPERTY OWNERS'  
ASSOCIATION, INC.

COMMUNITY MANAGEMENT  
CONSULTANTS GROUP, INC., D/B/A/  
TIMBERLAKE MANAGEMENT

By: [Handwritten Signature]  
Signature

By: \_\_\_\_\_  
Signature

By: [Handwritten Name & Title]  
Print Name & Title

By: \_\_\_\_\_  
Print Name & Title

Date: 12/18/2013

Date: \_\_\_\_\_

[Handwritten Signature] VP  
[Handwritten Signature] Sec.

# Management Contract Exhibit “A”

**MANAGEMENT AGREEMENT**

THIS MANAGEMENT AGREEMENT ("Agreement"), made this \_\_\_\_ day of \_\_\_\_\_, 2010 by and between KENLAND WALK PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation, hereinafter called the "Association" and COMMUNITY MANAGEMENT CONSULTANTS GROUP, INC., D/B/A TIMBERLAKE MANAGEMENT, a Florida corporation, hereinafter called the "Manager".

**WITNESSETH**

WHEREAS, the Association is the entity responsible for the maintenance and operation of the common areas of the Kenland Walk Subdivision comprised of four (4) condominiums encompassing a total of two hundred and four (204) homes located in Miami-Dade County, Florida;

WHEREAS, the Association desires to retain the Manager, and Manager desires to be retained as the exclusive managing agent for said Association;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows:

- A. **EMPLOYMENT:** The Association hereby appoints the Manager, and the Manager hereby accepts the appointment on the terms and conditions provided for in this Agreement, as exclusive managing agent of the Association.
- B. **EXCLUSIVENESS:** The management provided for herein shall be exclusively performed by the Manager subject to review, direction, control and supervision of the Association.
- C. **TERM:** The term of this Agreement is for two (2) years commencing on the 13 day of December, 2010 and shall continue in full force and effect until the 12 day of December, 2012. If neither party hereto gives written notice to the other party, at least sixty (60) days prior to the expiration of the current term hereof, that this Agreement is to terminate as of said date, then this Agreement shall automatically renew for additional one (1) year terms thereafter.
- D. **SERVICES OF THE MANAGER:** During the term of this Agreement, the Manager shall provided the services described as follows:
  - 1) **GENERAL ADMINISTRATION:** The Manager will provide general administrative and management services to the Association and will exercise reasonable liaison and supervision with respect to the Association's matters to ensure proper operational management and maintenance. Manager represents and warrants that the person or persons employed by Manager to directly provide the management services under this Agreement shall have at all times a Community Association Managers License from the Florida Department of Business & Professional Regulation, and that Manager shall otherwise comply with the pertinent provisions of section 468.432, Florida Statutes.

- 2) **MAINTENANCE OF ASSOCIATION FILES:** The Manager will collect, organize and maintain in the office of the Manager, all Association information, including but not limited the Articles of Incorporation, By-Laws, Declarations of Condominium, Declaration of Covenants, and Restrictions, site plans, owner lists, correspondence, rules and regulations, blue prints, specifications, corporate minutes, all maintenance and service contracts in effect and the necessary administrative financial information related to the Association pursuant to Chapter 718, Florida Statutes (the "Condominium Act") and the Florida Administrative Code.
- 3) **COMMUNICATIONS:** The Manager shall prepare and send to the Board of Directors or to the Owners, as needed and as requested by the Board of Directors ("Board"), all letters, reports, newsletters, notices, bulletins, questionnaires, surveys, agendas, etc., at the Association's expense.
- 4) **OWNER PROBLEMS:** The Manager will assist in resolving individual owner problems as they pertain to the Association, common areas and rules and regulations.
- 5) **PROPERTY INSPECTIONS:** The Manager will make property inspections once weekly and make recommendations concerning the property and preventative maintenance to ensure that agreed upon standards or necessary improvements are met. Manager shall prepare a detailed list of all Association equipment and property and recommended maintenance schedules for all such equipment and property.
- 6) **EMERGENCIES:** The Manager will maintain a twenty four-hour day emergency system.
- 7) **RULES ENFORCEMENT:** The Manager will assist the Board of Directors in the enforcement of the provisions of the Association's governing documents and rules and regulations as may be promulgated by the Board, i.e., monitoring of architectural control guidelines, etc. The Manager will take such actions as may be reasonably necessary to advised the Owners and/or residents of the need to comply with all pertinent laws, statutes, ordinances and rules of appropriate governmental authorities having jurisdiction, including, without limitation, the Florida Condominium Act and advise the Board of Directors ("Board") of any violations thereof actually known by the Manager.
- 8) **ASSISTANCE TO THE BOARD OF DIRECTORS:** The Manager will provide administrative support services to the Board of Directors, to include notifying Directors of Board meetings, circulating minutes of the preceding meeting prepared by the Sectary of the "Board" of the Association, and advising the Board in matters concerning proper procedures for holding meetings, and Board member responsibilities and obligations. The Manager will prepare a monthly Management report for discussion and review and will attend one (1) regularly scheduled Board of Directors meeting and one (1) budget meeting monthly. Except in an emergency, the Association shall provide Manager written notice of the date, time and location of all proposed Board meetings not less than five (5) days prior to the date notice of such meetings must be provided to the membership in accordance

with the Association's governing documents and Florida law. The Association hereby acknowledges and agrees that during the term of this Agreement, all meetings of the Board except in an emergency shall be held after 7:00 p.m. The Manager will keep the board advised of changes in Association laws as such information is provided to the Manager.

- 9) **GENERAL MEMBERSHIP MEETINGS:** The Manager will assist the Association's law firm and the Board in organizing the annual meeting of the membership of the Association as well as special meetings of the membership, including the preparation and delivery of meeting notices, voting certificates, proxy forms, etc., and will assist in the preparation of the agendas for these meetings and assist in overseeing elections of new directors. Manager shall attend all annual and special meetings of the membership. Except in an emergency, the Association shall provide Manager written notice of the date, time and location of all proposed special and annual membership meetings not less than five (5) days prior to the date notice of such meetings must be provided to the membership in accordance with the Association's governing documents and Florida law. The Association hereby acknowledges and agrees that during the term of this Agreement, all membership meetings of the Association, except in an emergency, shall be held after 7:00 p.m.
- 10) **FINANCIAL MANAGEMENT SERVICES:** The Manager shall provide financial management services to the Association. An effective accounting financial system will be provided for the Association.
- a) Financial records will be maintained under generally accepted accounting procedures sufficient to identify the source of all funds collected by the Manager and the disbursement thereof, in compliance with the Florida law, including but not limited to, the Condominium Act and the Florida Administrative Code. Source documents will be maintained in the office of the Manager in accordance with the Condominium Act and shall be available for inspection by owners pursuant to Section 718.111(12), Florida Statutes, and for review and audit pursuant to section 718.111(13), Florida Statutes at reasonable times during normal business hours by appointment only.
  - b) The Manager shall have responsibility for collection of assessments as prescribed by the Association and shall deposit such assessments weekly, or as needed, in the Association's bank accounts. The Manager will set up separate checking, savings, or other accounts as directed by the Board of Directors. The Manager shall send delinquency notices to any owner in arrears and exert reasonable efforts to collect delinquent accounts including letters and telephone calls. In the event of failure to collect delinquent accounts, and at the discretion of the Board, the Manager shall pursue payment through any Board authorized methods, at the expense of the Association. Assessment deposits will be made into the Association's Bank accounts in the name of Kenland Walk Property Owners Association, Inc.

- c) The Manager shall prepare all required disbursements for the Association and shall support such disbursement with bills or invoices. The Association shall make all disbursements from assessments collected for normal recurring expenses as provided in the Board-approved budget, by check signed by at least two (2) officers of the Association only. The Manager shall be liable for the Manager's failure to timely pay the Association's bills except only when the Association's funds are inadequate (provided, however, that the Manager shall promptly advise the Association when there is a shortage or projected shortage, of funds in the Association's accounts), the Board does not return signed checks to the Manager, in a timely manner, or if the Manager is not made aware of the obligation.
- d) The Manager shall prepare monthly financial statements of which shall include a general analysis comparing the actual receipts and expenses to the Association's approved budget. Copies of the financial statements will be delivered to the Board and will include:
1. Balance Sheet
  2. Operating Expense Analysis
  3. Owner Receivable Listing (aged)
  4. General Ledger
  5. Cash Receipts
  6. Cash Disbursements
  7. Bank Reconciliations
- e) The Manager shall assist the Board in preparation of an annual budget for the fiscal year of the Association, detailed to reflect actual to date expenses and expected expenses during the twelve (12) month period. The budget will be used to determine the assessment which will be required from each residence owner to pay for the cost to operate the Association during the twelve (12) month period. The proposed budget, together with an explanatory statement, shall be submitted to the Board for final approval at least forty five (45) days prior to the budget meeting.
- f) The Manager shall assist the Board in the preparation of an annual budget for the reserves for replacements for the Association, each year, as required by Florida Statutes or as outlined by the Board and/or the reserve studies prepared at the Association's expense by a third party expert as may be authorized by the Board from time to time.
- g) The Manager will provide the accounting information in its files to assist the Association's CPA firm in the preparation of a Year-End Statement of operations for the Association, and shall assist same in the performance of an audit, review or compilation, preparation of forms, pay taxes, and file local, State and Federal reports as required.



- h) The Manager shall solicit and analyze bids for insurance coverage for the Association as recommended by the Association's insurance agent, recommend modifications or additional coverage, prepare claims when required, follow up on payments, and act as Board's representative in negotiating settlements.

**11) CONTRACTUAL AND PHYSICAL ADMINISTRATION:** The Manager will oversee the supervision of the common areas, improvements and equipment of the Association.

- a) **Service Contracting:** The Manager will solicit, analyze and compare bids, and negotiate contracts for approval and execution by the board, and will supervise the services of contractors for any required grounds maintenance, landscaping, lighting, security service, audit and legal services, and all other services required by the Association. The Manager shall cause to be purchased all tools, equipment and supplied which shall be necessary to properly maintain and operate the Association provided said purchases are within the approved budget and the Manager shall make all such purchases in the Association's name, provided no such non-budgeted expense greater than \$250.00 shall be incurred without the prior written approval of the Association. Notwithstanding anything contained herein to the contrary, the Manager shall have the right, but not the duty, without first obtaining the approval of the Association, to make emergency repairs and replacements which, according to the Manager's reasonable belief, are required to eliminate or avoid danger to persons or to property, or as are necessary in the Manager's reasonable belief for the preservation and safety of the Association or for the safety of persons or in order to avoid suspension of any necessary service to the Association, provided, however, that in such instance, the Manager shall give notice to the Association of the acts so taken as soon as reasonably possible.
- b) **Association Employees:** The Manager will hire, supervise, pay and discharge all personnel necessary to properly operate and maintain the Association consistent with the approved budget. All such personnel, except for the representatives of the Manager shall be independent contractors or employees of the Association, and not of the Manager, and all compensation for the services of such independent contractors or employees shall be considered an expense of the Association. All independent contractors or employees of the Association engaged by the Manager shall be subject to the approval of the Board of Directors, and the Board of Directors shall also have the exclusive right, in its sole discretion to terminate said independent contractors or employees for any appropriate cause whatsoever.
- c) **Performance of Contractors:** The Manager will review and monitor the performance of service contractors, and recommend changes based on experience, to provide greater efficiency and lower maintenance effort for cost. The Manager shall be responsible for obtaining from any independent contractors hired to perform services or work on the Association's property, certificates of insurance naming the Association as an additional insured on the insurance policies for

general liability and property damage. The Manager shall also be responsible for determining that all independent contractors have workmen's compensation insurance in accordance with statutory requirements.

- d) Rachel Dugger will perform the duties described herein on behalf of Manager. However from time to time another employee or representative from Manager may fulfill one or more of the said duties under the direction and control of Rachel Dugger. During the term of this Agreement, the Manager will not terminate or transfer Rachel Dugger from the property without the Association's prior written consent, provided that Rachel Dugger is not in violation of any standard policies of Manager.

**12) INSURANCE:** The insurance requirements set out in the following sub-paragraphs are independent from all other obligations of the parties to this Agreement and apply whether or not required by any other provision of the Agreement, and regardless of the enforceability of any other provisions of this Agreement.

- a) The Manager hereby agrees to maintain, at its expense, at all times and to provide evidence of the following insurance coverages:

- 1. Errors and Omissions Insurance coverage in the amount of \$1,000,000.00.
- 2. Prior to the commencement of work under this Agreement, the Manager shall provide a current and original Certificate of Insurance showing the coverages outlined above to the Association. These Certificates shall contain a provision that coverage afforded under the policies shall not be cancelled until at least thirty (30) days prior notice has been given to the Association. On the renewal date of any insurance policies required by this Agreement, the Manager will supply the Association with a new, original Certificate of Insurance in compliance with all terms of this Agreement.

- b) The Association hereby agrees to maintain, at its expense, at all times and to provide evidence of the following insurance coverages:

- 1. Commercial General Liability Insurance extended to include: 1) \$1,000,000.00 limit each occurrence for bodily injury and property damage, \$1,000,000.00 general aggregate limit, \$1,000,000.00 limit for personal and advertising injury, and \$1,000,000.00 products and completed operations limit; 2) contractual coverage.
- 2. Director's and Officer's Liability Insurance with limits of not less than \$1,000,000.00 each occurrence.
- 3. Crime coverage shall be provided by the Association in amount of not less than \$20,000.00 and naming Manager as an additional insured.

4. Workers' Compensation Insurance according to State statutory limits covering all employees or subcontractors of the Association, with employer's liability limits of not less than \$500,000.00 each accident for bodily injury, \$500,000.00 each employee for bodily injury caused by disease, and \$500,000.00 policy limit for bodily injury caused by disease.
5. Umbrella or Excess Liability Insurance with limits of not less than \$1,000,000.00 each occurrence and aggregate providing follow-form coverage over the General Liability and Employers' Liability policies.
6. Prior to the commencement of work under this Agreement, the Association shall provide a current and original Certificate of Insurance showing the coverages outlined above to the Manager. These Certificates shall contain a provision that coverage afforded under the policies shall not be cancelled until at least thirty (30) days prior notice has been given to the Association. On the renewal date of any insurance policies required by this Agreement, the Association will supply the Manager with a new, original Certificate of Insurance in compliance with all terms of this Agreement. **Additionally, said Certificate shall reflect that the Manager is an "additional insured" on the Commercial General Liability, Excess Liability and Director's and Officer's Liability policies or the Manager, shall be deemed to be an insured on a primary basis on the Commercial General Liability, Excess Liability, and Director's and Officer's Liability policies, and not merely a certificate holder.**

**E. INDEMNIFICATION:** The Manager shall be liable for any and all damages to the Association property and/or injuries to, or death of, employees of the Association or any other person, arising out of or related to the management of the Association's property under this Agreement, to the extent that said damage and/or injuries or death are caused by the gross negligence of the Manager or its employees by intentionally tortuous acts of the Manager. To the extent of such gross negligence, the Manager shall indemnify and hold the Association and its directors, officers and unit owners harmless from any and all suits or claims asserted against the Association, and shall be responsible for the payment of all reasonable legal fees and costs at both the trial and appellate level in connection therewith. As to any claims, damages, losses or expenses to the extent not caused by the gross negligence, or intentionally tortuous conduct of the Manager or its employees, the Association shall indemnify and hold the Manager harmless from any and all damages losses or expenses in connection therewith up to a limit of five million dollars (\$5,000,000). The covenants to indemnify hereunder shall survive the expiration or earlier termination of this Agreement.

**F. LIMITATION:** The Manager shall not be obligated to take any action which might result in any burdensome or onerous penalty being imposed upon the Manager by judicial or administrative decree or order, or which requires special licensing as a business or profession, including but not limited to the practice of law, public accounting, real estate or insurance brokerage, or investment advisor. In the event licensed professionals of this nature are required, the Manager may retain them on behalf of the Association upon prior approval in each instance by the Board of Directors.

**G. COMPENSATION FOR ROUTINE SERVICES:** As compensation for its services hereunder, the Association shall pay to the Manager the full amount of all sums disbursed or incurred by the Manager in the performance of his duties hereunder, including but not limited to printing, copying fax communications, newspaper ads, postage and long distance phone calls, at the rates specifically set forth in **Exhibit A** attached hereto and made a part hereof by this reference, authorized by the Association, plus the firm fixed amount of Twenty-Six Thousand Four Hundred Dollars \$26,400.00 for the term of this Agreement, payable in monthly installments in advance on the first day of each month, of Eleven Hundred Dollars \$1,100.00. Changes in fees for period after the initial Agreement term shall be negotiated and agreed upon in writing.

**H. COMPENSATION FOR NON-ROUTINE SERVICES:** The Manager shall maintain availability for services related to certain non-routine activities for which the need may or may not arise. Non-routine services shall be performed only with prior written authorization of the Board of Directors or an officer designated by the Board to issue such authorization. Non-routine services may include without limitation, the following:

- 1) Translation of correspondence received or sent on the Association's behalf, either to or from a foreign language if such translation requires more than two hours of translator's time.
- 2) Collection and accounting services associated with obligations arising prior to the commencement of this Agreement.
- 3) Participation in Legal actions instituted by the Association, including the meetings with Association Attorneys, engineers, and accountants where participation in such actions require more than ten hours of the Manager's time.
- 4) The administration of insurance claims in cases involving property damage and personal injury covered under the Association insurance policy, including filing a claim and administering the application of insurance proceeds where such administration requires more than ten hours o the Manager's time.

Charges for services performed under this section shall be one rate mutually agreed upon by the Management and the Association at the time work is authorized or \$125.00 per professional hour expended unless otherwise determined. Fees for non-routine services are due and payable within ten (10) days of billing.

**I. FREQUENCY AND MINIMUM NUMBER OF PERSONNEL PROVIDING SERVICES:** Unless otherwise specified herein, the services to be performed under this Agreement shall be performed one time per month or when necessary to complete said services. No less than one person will be employed by the manager to provide services specified in this Agreement.

- J. NOTICE:** All notice(s) required under this Agreement, or otherwise, must be sent via United States certified mail, return receipt requested with prepaid postage or hand delivered and addressed to the Association in care of the President's current address of record or to the Manager at: 3399 N. W. 72<sup>nd</sup> Avenue, Suite 215, Miami, Florida 33122; or to such other address either or the parties may designate in writing. With respect to any notice given hereunder, "Time is of the Essence". Such notice(s) shall be deemed to have been properly given and shall be effective when sent, if such notice(s) conform to the requirements of this paragraph.
- K. BENEFIT AND ASSIGNMENT:** This Agreement and every provision hereof shall bind apply to and run in favor of the Association and the Manager and respective successors in interest, and may not be changed, waived or terminated orally. This Agreement shall not be assignable by either party without prior written approval from both parties.
- L. SEVERABILITY:** If any section, sub-section, sentence, clause, phrase or word of this Agreement shall be and is, for any reason, held or declared to be inoperative or void, such holding will not affect the remaining portions of this Agreement and it shall be construed to have been the intent of the parties hereto to have agreed without such inoperative or invalid part therein and the remainder of this Agreement, after the exclusion of such parts, shall be deemed and held to be as valid as if excluded parts had never been included therein.
- M. ATTORNEY'S FEES:** In connection with any legal proceedings including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
- N. GOVERNING LAW AND VENUE:** This Agreement shall be construed under and in accordance with the laws of the State of Florida. Any legal proceedings arising from this Agreement shall be brought only in a court of competent jurisdiction in Miami-Dade County, Florida.
- O. MODIFICATION:** No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.
- P. TERMINATION:**
- 1) This Agreement is NON-CANCELLABLE during the initial two (2) year term set forth in Section C hereof and CANNOT BE TERMINATED by any party unless a material term of this Agreement has not been complied with, and the breaching party has had at least thirty (30) days written notice of the alleged default and an opportunity to cure. A Notice under this section must conform to the requirements of paragraph "J" of this Agreement and sufficiently state with particularity the nature of the breach sufficient to put the breaching party on notice. The time to cure any breach of this Agreement may be extended by agreement of the parties in writing; however such time to cure may not be less than thirty (30) days.

- 2) In the event that this Agreement is terminated pursuant to the provisions of this section, then all outstanding charges or expenses incurred by the Manager under the terms of this Agreement, which are to be paid or reimbursed by the Association, but not paid at the time of termination, shall be paid by the Association. Any funds of the Association which are in excess of said outstanding charges or expenses shall be paid over to the Association by the Manager within ten (10) working days after termination of this Agreement. Upon the expiration or earlier termination of this Agreement, the Manager shall assemble and organize all records of the Association and transfer same to the Association's representative. Manager shall assist and cooperate with the orderly transition of management services. By written agreement of both parties, all records of the Association will be transferred electronically where available.
- 3) In the event that this Agreement is wrongfully terminated by the Association or if the Association violates any of the terms and conditions of this Agreement and fails to cure such default within the time period set forth in paragraph 1 of this section after receipt of written notice from Manager, the Manager shall be entitled to liquidated damages in the amount of \$15,000.00 as provided for in the Stipulation for Settlement in Miami Dade Case No. 10-37733 CA 05 which provides the Manager with the right to entry of Final Judgment without any hearing, for past due fees from a prior contract as provided therein. In addition, the Manager will be entitled to prejudgment interest at the rate of 18% per annum on all sums due and owing.
- 4) The Association covenants and agrees that it shall not hire, employ or otherwise engage any employees or former employees of the Manager who were assigned to the Association, while this Agreement remains in force and continuing for a period of twelve (12) months following the expiration or earlier termination of this Agreement without the written consent of Manager. The provisions set forth in this paragraph shall not apply to: any personnel employed by the Association or its prior management company prior to or at the inception of this Agreement, which personnel are delineated in **Exhibit B**, attached hereto and incorporated herein. This provision shall survive the termination or expiration of this Agreement.

**Q. CONSTRUCTION AND AGREEMENT:** both parties to this agreement equally contributed and freely negotiated this agreement's terms and conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Agreed & Accepted:

KENLAND WALK PROPERTY OWNERS'  
ASSOCIATION, INC.

COMMUNITY MANAGEMENT  
CONSULTANTS GROUP, INC., D/B/A/  
TIMBERLAKE MANAGEMENT

By: Jeffrey R. Roth  
Signature

By: \_\_\_\_\_  
Signature

By: Jeffrey R. Roth  
Print Name & Title

By: \_\_\_\_\_  
Print Name & Title

Date: 1/18/2012

Date: \_\_\_\_\_

Laurea Quaid  
Witness

\_\_\_\_\_  
Witness

[Signature]  
Witness

\_\_\_\_\_  
Witness

# Exhibit "A" to the Management Contract

Pursuant to section "G" of the *Management Contract* entered into between the parties, the following are the rates of routine services associated with the performance of the Manager's duties for which the Association has agreed to pay the Manager for all of sums disbursed or incurred at the following rates:

1. **Printing:** .25¢ a page for Black and White, .40¢ a page for color.
2. **Copying:** .25¢ a page for Black and White, .40¢ a page for color.
3. **Facsimiles:** .25¢ a page.
4. **Postage:** Amount set by the United State Post Office, currently .44¢ per stamp subject to change.
5. **Envelops:** 15¢ for a standard envelope.
6. **Long distance phone calls:** Rate set by telephone carrier.
7. **Newspaper ads:** Rate set by the Newspaper.
8. **Miscellaneous:** To be agreed in writing by both parties, unless specified in the *Management Contract*.

Initials: \_\_\_\_\_

Initials: \_\_\_\_\_



# Exhibit "B" to the Management Contract

Pursuant to section "P" paragraph four (4) of the *Management Contract* entered into between the parties, the following are a list of personal employed by the Association or its prior management company prior to, or at the inception, of this *Management Agreement* for which section "P" paragraph four (4) of the *Management Contract* does not apply:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_
- 8. \_\_\_\_\_
- 9. \_\_\_\_\_
- 10. \_\_\_\_\_

Initials: \_\_\_\_\_

Initials: \_\_\_\_\_