

COMMUNITY MANAGEMENT AGREEMENT

This Community Management Agreement (this "**Agreement**") is made and entered into effective as of October 1, 2018, (the "**Effective Date**") between KINGSLEY CREEK HOMEOWNERS ASSOCIATION, INC. a Florida not-for-profit corporation ("**Association**"), and EVERGREEN LIFESTYLES MANAGEMENT, LLC. a Florida limited liability company ("**Manager**").

A. Association was formed and organized for the purpose of maintaining the values and amenities of Kingsley Creek Homeowners Association, Inc, a residential community located in Nassau County, Florida (the "**Community**"), for the property owners of the Community ("**Property Owners**").

B. Pursuant to the Declaration for Kingsley Creek Homeowners Association (the "**Declaration**"), the members of Association have delegated the authority to manage the maintenance and administration of Association to its Board of Directors.

C. The Board of Directors, on behalf of its members, desires to employ Manager to manage Association at the Board of Directors' reasonable discretion.

D. The Association is governed by the Declaration and the Association's Articles of Incorporation and Bylaws (collectively, the "**Governing Documents**").

E. Manager is licensed and qualified to manage Association in compliance with all statutory requirements connected with the business of community association management.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **TERM.** The term of this Agreement shall commence as of October 1, 2018 the "**Commencement Date**"), and shall continue for a period of one (1) year (the "**Initial Management Period**") unless terminated earlier in accordance with Section 13 below. This Agreement shall automatically renew for one (1) year extensions (the "**Renewal Period(s)**") unless either party delivers written notice to the non-terminating party of its intent to terminate this Agreement at least thirty (30) days prior to the end of the Initial Management Period or applicable Renewal Period. The Initial Management Period and the Renewal Period(s) are hereafter known collectively as the "**Term**."

2. **SERVICES.** Association hereby employs Manager to manage Association and the Community's facilities under the instruction of the Board of Directors. Manager will use its best skill and effort to provide professional management services in the name of and on behalf of Association, which hereby authorizes Manager to provide the following services to the Community (collectively, the "**Services**," which are more particularly described on Exhibit A, attached hereto and incorporated herein):

a. General Maintenance & Operation. Manager shall:

i. Manage, maintain and operate the Association, including without limitation, reasonable maintenance of the residential units and common property within the Community.

ii. Perform the Services in compliance with the Governing Documents, Florida Statutes, and local and Federal laws, as each may be amended from time to time.

iii. Contract, in the name and at the expense of Association, for all utilities and other services required for the proper operation of Association and the Community, including without limitation, gas, electricity, water, sewer, pest control/extermination, and landscaping. Manager shall pay all utility charges, insurance premiums, taxes and other charges levied against or incurred by Association from Association funds.

iv. Monitor the common property of Association and the Community to ensure compliance with reasonable maintenance standards established by Association. All repairs involving an expenditure in excess of One Thousand Dollars (\$1,000.00) for any one item shall only be made upon the prior written consent of Association, provided that Manager shall be permitted to make repairs or alterations in excess of such amount, if, in Manager's discretion, they require immediate attention. Notwithstanding the foregoing, Manager may not make any repair or alteration in excess of Three Thousand Dollars (\$3,000.00) for any one item without the prior written consent of Association.

v. Assist the Board of Directors in enforcement of Association's Governing Documents to include written notification to members in violation and if, directed by the Board of Directors, arrange for legal enforcement of said violations utilizing an attorney of Association's choice.

vi. Receive and distribute all correspondence addressed to Association.

vii. Coordinate the distribution of Association's meeting minutes.

viii. Prepare and distribute general announcements and other information to all Property Owners, including Notice of Board of Directors meetings, annual meetings, and elections as required by Florida law.

ix. Renew Association's corporate charter and, if applicable, arrange for licensing and recording provisions as required by Florida law.

x. Maintain a roster of all Property Owners complete with mailing address as required by Florida statutes. At direction of the Board of Directors, Manager shall ensure maintenance of current official records of Association including correspondence files, minute books, insurance policies, and contracts. Such records shall be kept at Manager's corporate or regional offices. Manager shall provide a repository, if necessary, for additional Association

official records for the period of time dictated by Florida law. Association shall retain ownership of all Association's official records.

xi. Assist the Association in the processing and administration of Architectural Control Committee review requests.

xii. Assign one (1) portfolio community association manager ("LCAM"), who shall be licensed pursuant to Florida Statutes 468.432, to oversee management of the Community and specifically perform the following:

1. Work onsite as reasonably necessary to monitor the Community and provide Property Owners an opportunity to meet with LCAM.

2. Attend any and all meetings of the Board of Directors, including budget meetings and annual meetings. LCAM shall take action on those items assigned to Manager by vote of Board of Directors at such meetings.

3. Act as Association's liaison in dealing with all persons relating to the operation and management of the Community, including without limitation, contractors, government agencies, attorneys, and real estate brokers.

4. Receive maintenance requests from individual Property Owners, and if such requests meet Association's approved guidelines, LCAM shall prepare and issue service work orders accordingly.

b. Accounting. Manager shall:

i. Receive, deposit, disburse, and account for all monies collected on behalf of Association. Manager shall not commingle any of Association's funds with Manager's funds. All of Manager's employees who handle or are responsible for the safekeeping of any funds of Association shall be covered by a fidelity bond with a company determined by Manager.

ii. Notify all Property Owners of their respective scheduled assessments and common charges imposed by Association.

iii. Print and distribute scheduled maintenance fees and assessment notices to all Property Owners at the address provided by the applicable Property Owner for billing purposes. If no such address is provided, mailing will be to the street address of the lot or residential unit.

iv. Maintain individual account statements for each Property Owner, which shall include all debits and credits and monthly computations of interest and late charges due on past-due or delinquent accounts.

v. Assist in preparing Association's annual budget at least sixty (60) days prior to the last day of each calendar year during the Term, with guidance from the Board of Directors & LCAM.

vi. Review invoices and charges to Association by vendors and contractors to ensure compliance with contracted goods and services and to procure back-up documentation to support said charges. Such charges will be coded by account to Association's general ledger and Manager will remit timely payment of all such valid charges.

vii. File Notices of Commencement in accordance with Florida Statutes on behalf of Association and ensure receipt of required lien waivers prior to payment being issued to contractors in order to protect Association from liability.

viii. Prepare and submit to Association, by the twentieth (20th) day of the subsequent calendar month, monthly financial statements for Association utilizing the accrual method of accounting, including an income and expense statement, a balance sheet, a check register, balance sheet reconciliations, bank account reconciliations, itemized listing of accounts receivable by age, and a disbursements journal.

ix. Prepare and submit to Association, within sixty (60) days after the end of each calendar year of the Term, a financial statement showing year-to-date cash receipts and disbursements for the operation of Association and the Community for the preceding calendar year of the Term, provided, however, this financial statement shall not be in conjunction with the performance of an audit nor shall Manager be responsible to perform the same. Any audit, review or compilation, as required by Florida law or as requested by Association, shall be prepared, at the expense of Association, by a certified public accountant of Association's choice.

x. Provide the necessary financial information of Association to Association's accountants, as retained by Association, for the preparation and filing of personal property or income tax returns, if any.

c. Property Sales & Closings. Manager shall provide an information package to new Property Owners, which will include notification of Manager's role with Association, emergency telephone numbers, and payment coupons. Manager will provide Association with a computerized roster of closings prepared each month. Association shall be solely responsible to notify appropriate closing agents and third-party builders, if applicable, of Manager's affiliation with Association. Manager shall not be held liable for any closings unless properly notified. Upon notification by a closing agent of any pending sale(s) in the Community, including without limitation, vacant lot sales made by banks, investors, and homebuilders, Manager will review Association's Governing Documents regarding required approvals to consummate said sale(s) and Manager will, at the expense of the purchaser, provide the appropriate information to the closing agent for completion, review the property account status, and prepare and deliver estoppel letters to the closing agent stating the total amount of maintenance fees, assessments, late fees, transfer fees, and other applicable charges due and to be collected at the closing of title. After the closing is complete, Manager will collect and deposit funds received from the closing agent and update Association's files and financial records with new property owner information.

In accordance with the schedule of fees described on Exhibit B (attached hereto and incorporated herein) ("**Fee Schedule**"), Manager shall retain all fees associated with the preparation and delivery of estoppel letters and other applicable fees related to this subsection.

d. Collections. Manager shall notify all Property Owners of their respective assessments and common charges, as scheduled, imposed by Association. Manager shall also take all reasonable steps, other than legal services, to collect and deliver to Association all assessments and common charges, including the delivery of delinquency notices. Association shall charge, to all Property Owners' accounts, the maximum amount allowable by State and Federal laws upon receipt of a check which has been returned from Association's bank due to non-sufficient funds to offset Manager's and Association's expenses to process the check. Manager shall charge and collect interest and late fees, to the extent provided by Association's Governing Documents and in accordance with Florida law. Notwithstanding the foregoing, Manager shall not be held responsible for the failure of Property Owners to pay certain assessments, common charges, or other charges, and shall not have the final responsibility for the collection of any delinquent assessments, common charges, or other charges.

e. Vendor & Contractor Management. In addition to the supervision of employees within the Community, Manager shall supervise contracted labor, such as grounds maintenance, pest control, and similar on-going contracted services within the Community to ensure compliance on behalf of Association. All service contracts shall be in the name of Association and include a thirty (30) day notice of termination right, if possible. Manager shall obtain three (3) bids on all expenditures of over Five Thousand Dollars (\$5,000.00). Manager shall ensure that vendors and contractors are fully licensed and insured, including workers compensation insurance if contractor's employees are working on Association property. Should Association choose to contract with an entity which does not meet Manager's requirements for licensing and insurance coverage, Association must execute Manager's standard waiver of liability prior to commencement of work. Manager shall also furnish Federal W-9 Forms to non-incorporated vendors and contractors in accordance with Federal tax laws.

f. Information Technology Support. In addition to the Services, Manager shall provide to Association the following onsite and remote information technology support (collectively, "**IT Support**"): (i) troubleshooting of reported computer or network problems; (ii) installing and configuring computer operating systems and application software; (iii) remote support; (iv) user access addition(s) / removal(s); (v) office automation and technology integration; (vi) technology long-term planning and consultation; (vii) computer network asset documentation and acquisition services; (viii) management software customizations and interface/file structure design; and (viiii) computer, server and network security and optimization services.

3. CONTROL OF EMPLOYEES. At all times during the Term, Manager shall hire (in the name of Manager or a third party contractual relationship, as determined by Manager), train, discipline and terminate all employees, independent contractors, and others reasonably necessary to operate the Community, and shall establish employment procedures, policies, pay scales, employee benefits (including medical, dental, health and life insurance), and make all reasonable efforts to resolve employment disputes. Furthermore, Manager shall, at Association's sole cost

and expense, engage all professionals required to provide services to Association and the Community, including legal counsel, accountants, engineers, contractors, and auditors, exclusive of auditors or accountants hired pursuant to Section 2(b)(x). Manager may enter into contracts on its behalf with employees, but shall not enter into any labor agreement on behalf of Association without the written consent of Association. All costs of every kind and nature related to all employees at the Community arising out of the employer-employee relationship shall be the responsibility of Association, and Association shall reimburse, indemnify and hold harmless Manager from all costs, expenses, liabilities and claims incurred in connection therewith. In the event Association desires to change LCAM, Manager shall work with the Board of Directors to select a new LCAM, including the initiation of the interview process with the Board of Directors.

4. EXPENSES. All expenses of operation, management, and maintenance of Association and the Community will be paid from Association funds or directly by Association in the event of a deficit. Manager is authorized to prepare Association checks in order to pay any amounts owed by Association. Manager shall have no obligation to pay or advance funds to Association for any purpose whatsoever. It is specifically understood and agreed that Manager shall provide the Services and pay the expenses provided herein only from the amounts collected from assessments of Property Owners and shall not be obligated to undertake the Services to the extent that assessments and other revenue of Association are insufficient to pay the costs and expenses of the same. If it appears that the assessments and other revenue of Association are insufficient to fund the amount of the approved budget, Manager shall notify the Board of Directors of the amount by which such income shall be insufficient and shall request the Board of Directors to increase assessments in order to eliminate the deficiency. Failure of the Board of Directors to increase assessments to properly fund the approved budget shall relieve Manager from responsibility for work or damage occasioned by reason of the deficiency.

5. BANK ACCOUNTS. Manager shall be added to Association's existing bank accounts at banking institutions approved by Association and as are necessary for the operation of the Community. Association shall delegate control over said bank accounts to Manager, provided that Manager complies with the approved budget and this Agreement. Manager shall appoint one (1) designee to be authorized to sign checks and draw from said bank accounts, provided that such designee shall be bonded or otherwise insured as the parties hereto agree. Furthermore, Manager shall collect all funds derived from the operations of the Community and shall deposit such funds into said bank accounts. Manager shall provide Association monthly statements reconciling and accounting for all cash in said bank accounts. Manager shall not be required to make any advance or payment to or for the account of Association or the Community except from those certain funds in said bank accounts, and Manager shall not be obligated to incur any liability or obligation for Association or the Community. Upon termination or expiration of this Agreement, the delegation of control over said bank accounts to Manager shall be immediately revoked.

6. INTERACTION WITH LEGAL COUNSEL. Manager is not authorized to practice law. If Manager deems legal assistance is necessary for any reason, including without limitation, collections, Manager shall obtain such assistance from legal counsel approved by Association in advance, and approval of the selection of legal counsel shall not be unreasonably withheld. Any

legal action undertaken shall be in Association's name only. All legal fees, costs, and expenses shall be the responsibility of Association and paid from Association funds.

7. ASSOCIATION RECORDS & DOCUMENTS. Association shall promptly furnish all documents and records required for the management and operation of Association and the Community. Manager shall receive accurate records from Association, and Association acknowledges additional fees may apply if due diligence and discovery are required as a result of inadequate records.

8. COMPENSATION. In consideration for providing the Services, Association shall pay to Manager as follows:

a. Management Fee. Association shall pay a monthly fee of Seven Dollars per closed home, with a minimum flat rate of Eight Hundred and Five Dollars (\$805.00) for the first 115 homes (the "**Monthly Management Fee**") payable on the first (1st) day of each month in advance. The Management Fee shall begin to accrue and be payable upon the Commencement Date, and the Management Fee shall be due and payable by the first business day of each calendar month during the Term.

b. Fee Increases. Any increase of the Management Fee shall be deemed approved upon the Board of Director's approval of the annual budget, and said increases shall be effective as of the date of approval of the annual budget.

c. Supplemental Expenses. In the event Manager is required to perform services other than those set forth in this Agreement, either under emergency circumstances or at the express direction of Association, Association shall compensate Manager for such supplemental services in accordance with the Fee Schedule or, if such services are not described in the Fee Schedule, Association shall provide reasonable compensation to Manager, and such compensation shall be in addition to the Management Fee and other fees and charges expressed herein.

d. Reimbursable Out-of-Pocket Expenses. From time to time during the Term, certain miscellaneous expenses will occur in Manager's performance of the Services that are impossible for Manager to predict as of the Effective Date (collectively, "**Reimbursable Expenses**"), and as a result, Association shall reimburse Manager for the reasonable Reimbursable Expenses incurred by Manager (if any). Manager shall be entitled to such reimbursement of the Reimbursable Expenses directly from the authorized bank accounts (as described in Section 5) at the time such Reimbursable Expenses are incurred. The Reimbursable Expenses shall be in addition to the Management Fee and other fees and charges expressed herein. Manager shall provide Association a monthly report evidencing the Reimbursable Expenses and their applicable reconciliation. The Reimbursable Expenses shall not exceed Five Thousand Dollars (\$5,000.00) per calendar year of the Term without the prior written consent of Association.

e. Onsite Staff Compensation. All Manager's employees at the Community shall be billed back to Association at the cost of said employees' salaries plus Twenty Eight percent (28%) of said employees' salaries to offset expenses for benefits, taxes, and payroll processing.

f. Additional Fees. In accordance with the Fee Schedule, Manager shall charge the following fees:

i. New Home Administrative Fee. Manager charges each buyer of a new home, upon transfer of title, an administrative fee ("**New Home Administrative Fee**") in order to compensate Manager for administrative expenses related thereto. The New Home Administrative Fee will be charged to the applicable buyer, billed to the escrow company, and payable directly to Manager. The New Home Administrative Fee is not an Association expense.

ii. Refinancing Fee. Manager shall charge each owner of a home a fee for refinancing of such home ("**Refinancing Fee**"). The Refinancing Fee will be assessed to the owner of the home and billed directly to the escrow company. The Refinancing Fee is not an Association expense.

iii. Resale Disclosure Fee. Manager shall charge a fee to each seller of a resale home ("**Resale Fee**"). The Resale Fee includes an administrative processing fee and a documentation fee for providing the buyer with a disclosure statement and copies of all pertinent governing document of Association. The Resale Fee is payable directly to Manager. The Resale Fee will be charged to the seller and billed directly to the escrow company. The Resale Fee is not an Association expense.

iv. Rebill Fee. Manager shall charge a rebill fee in order to compensate Manager for administrative expenses associated with the rebill letter ("**Rebill Fee**"). The Rebill Fee will be posted to owner's account, but not billed to Association until the Rebill Fee is collected from the owner. In the event of cancellation of this Agreement by Association, Manager will provide a final statement of all uncollected Rebill Fees, except those dismissed or otherwise excluded through adjudication, for settlement prior to the final release of Association funds and records.

v. Demand Letter Fee. Manager shall charge a fee for demand letters ("**Demand Letter Fee**") in order to compensate for administrative expenses associated with the collection of delinquent assessments and other charges. Manager will collect the Demand Letter Fee from Association upon preparation of said letter. The Demand Letter Fee will be posted to the homeowner's account. Upon collection of the Demand Letter Fee, Association will be reimbursed by owner for the expense.

9. INSURANCE. In accordance with this Section 9, Manager shall cause to be placed or kept in force all insurance expressed below, with Association named as additional insured. All Association insurance policies shall be written so as to protect Manager and Manager's employees in the same manner and to the same extent as Association is thereby protected. The parties expressly waive all rights of subrogation against the other for damages caused by perils, regardless of whether or not covered by any insurance obtained by the parties or required to be

obtained by the parties in accordance with this Agreement. The policies of insurance required by this Agreement shall include an express waiver of subrogation. All required insurance policies shall be formally endorsed to provide a thirty (30) day written notice of cancellation, non-renewal or material change to Association. The required insurance as described in this Section 9 shall be provided by insurance carriers with a minimum financial rating of A VIII by A.M. Best and Company, authorized to do business in Florida, and reasonably acceptable to Association and Manager. Prior to the Commencement Date, Manager shall provide Association a current and original Certificate of Insurance showing the coverage terms and conditions described in this Section 9. Prior to expiration of any of the insurance policies required by this Agreement, each party shall supply the other with a new original Certificate of Insurance reflecting compliance with these insurance requirements.

a. Required Insurance. Manager shall, at all times during the Term, maintain the following insurance coverage:

i. Commercial General Liability with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence with Two Million Dollar (\$2,000,000.00) aggregates providing for coverage for bodily injury, property damage, products and completed operations, personal and advertising injury, and contractual liability.

ii. Business Automobile Liability Insurance with limits of no less than One Million Dollars (\$1,000,000.00) combined single limit providing coverage for owned, non-owned, and hired automobiles used by or on behalf of Manager.

iii. Workers Compensation Insurance in accordance with State statutory limits covering all employees, leased employees, subcontractors or temporary laborers of Manager with Employers Liability Limits of not less than Five Hundred Thousand Dollars (\$500,000.00) for each accident for bodily injury, Five Hundred Thousand Dollars (\$500,000.00) each employee for bodily injury caused by disease, and Five Hundred Thousand Dollars (\$500,000.00) policy limit for bodily injury caused by disease. Such policy shall be formally endorsed to waive all rights of subrogation in favor of Association.

iv. Umbrella or Excess Liability Insurance with limits of no less than One Million Dollars (\$1,000,000.00) each occurrence and in the aggregate providing follow-form coverage over the General Liability, Auto Liability, and Employers Liability policies.

10. ASSOCIATION'S AUTHORIZED AGENT. Association shall designate a single individual who shall be authorized to direct LCAM and Manager on any matter relating to management of Association and the Community. Manager shall not accept directions or instructions with regard to management of Association from anyone else unless Association provides Manager such direction or instruction in writing.

11. TRADE SECRETS. During the Term, Association will be dealing with trade secrets of Manager, including without limitation, information, custom software, and processes, all of confidential nature that are Manager's property and are used in the course of Manager's business. Association may have access to and be dealing with trade secrets such as confidential

vendor lists, procedures, and software for servicing Manager's business, and documentation relating to Manager's business. Association shall hold in the strictest confidence and not divulge to others, nor use to the detriment of Manager, at any time during the Term or thereafter, so long as it shall retain a degree of confidentiality giving value to its protection from competitors, any trade secrets or confidential information or software attained during the Term. All software provided by Manager to Association shall be the exclusive property of Manager and shall be removed upon termination or expiration of this Agreement.

12. OWNERSHIP RIGHTS. Association shall retain all ownership rights in any records, that involve Association business, whether directly or indirectly, regardless of whether the record was generated by Manager, a member of the Board of Directors, or some other third party. Records include, but are not limited to, paper files, JPEG files, multimedia or image files (graphics, audio and video), text files, or any other file, document or medium that contains information related to the business of Association. Upon termination or expiration of this Agreement, Association has the right to ownership to its records in the format which they were typically maintained by Manager, provided, however, the data files are owned by Manager and not subject to any record request or claim by Association at any time, including without limitation, the termination or expiration of this Agreement.

13. TERMINATION. This Agreement may be terminated by either party at any time during the Term for any reason (or no reason) upon thirty (30) days prior written notice delivered to the other party.

14. ARBITRATION. In the event of a dispute or breach of contract related to this Agreement, the parties shall enter into binding arbitration under Florida Statutes, Chapter 682, as their sole method of resolving disputes between the parties. The dispute will be governed in accordance with the rules set forth by the American Arbitration Association then in effect. In connection with such dispute, the prevailing party shall be entitled to recover its attorneys' fees and costs. The arbitration decision shall be final and binding on the parties, and judgment may be entered on the arbitration award in any court having jurisdiction.

15. WAIVER TO TRIAL BY JURY. THE PARTIES IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY, WHETHER AT LAW OR IN EQUITY.

16. RELEASE; INDEMNIFICATION. Association and Manager hereby mutually agree to indemnify and hold the other party, and such party's officers, directors, managers and shareholders/members (as applicable), harmless from and against any and all liability, cost, damage or expense arising in the course of such party's exercise of its rights and obligations under this Agreement, unless the party sought to be indemnified or held harmless has knowingly or willfully violated the law, or the act or omission giving rise to such matter constitutes willful misconduct, gross negligence, or recklessness. This Section 16 shall survive termination of this Agreement.

17. NOTICES. All notices, requests and consents hereunder to any party, shall be deemed to be sufficient if in writing and (i) delivered in person, (ii) delivered via facsimile if a confirmatory mailing in accordance herewith is also contemporaneously made, (iii) sent via electronic means if a confirmatory mailing in accordance herewith is also contemporaneously made; (iv) duly sent by first class, registered or certified mail return receipt requested and postage prepaid or (iv) duly sent by overnight delivery service, addressed to such party at the address set forth below (or at such other addresses as shall be specified by like notice). All such notices and communications shall be deemed to have been given when transmitted in accordance herewith to the foregoing persons at the addresses set forth below, provided, however, that the time period in which a response to any such notice must be given shall commence on the date of receipt thereof, provided, further, that rejection or other refusal to accept or inability to deliver because of changed address for which no notice has been received shall also constitute receipt. Such notices shall be given to the parties hereto at the following addresses:

For Association:

Kingsley Creek Homeowners
Association, Inc.
Attn: SHAWN BUDD

For Manager:

Evergreen Lifestyles Management, LLC
Attn: Craig Carmickle
2100 S Hiawasse Rd
Orlando, Florida 32835

18. CONFIDENTIALITY. Manager shall not share any confidential or proprietary information belonging to Association or any of Association's affiliated businesses or partners with any individual, group or entity. Association shall not share any confidential or proprietary information belonging to Manager or any of Manager's affiliated businesses or partners with any individual, group, or entity (collectively, "**Manager's Confidential Information**"). For the purposes of this Agreement, Manager's Confidential Information shall consist of (i) proprietary computer programs relating to accounting, operations, marketing, forecasting; (ii) operations manuals of Manager; (iii) the information and processes related to and used by Manager relating to Manager's operation and management of Association; (iv) this Agreement and all contents thereof; and (v) all documents created for Association's operations. All of Manager's Confidential Information shall remain the sole property of Manager and shall be removed by Manager upon termination or expiration of this Agreement. Association may disclose Manager's Confidential Information if required by law or the requirements of any security exchange.

19. WAIVER. The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

20. SEVERABLE PROVISIONS. Each provision of this Agreement is intended to be severable. If any provision in this Agreement is declared by a court of competent jurisdiction to be illegal, unenforceable, or invalid for any reason whatsoever, such illegality, unenforceability or invalidity will not affect the validity of the remainder of this Agreement or applicable provision. In the event any provision in this Agreement is declared to be illegal, unenforceable,

or invalid, the parties agree to substitute another similar provision in order to achieve the parties' intent.

21. FURTHER ASSURANCES. Each party to this Agreement shall perform all acts to make, execute, and deliver written instruments as will from time to time be reasonably required to further evidence and carry out the terms and conditions of this Agreement.

22. ASSIGNMENT; BINDING EFFECT. No party to this Agreement shall have the right to assign its rights or obligations hereunder to any other person or entity without the prior written consent of the other party hereto. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their successors and assigns.

23. GOVERNING LAW; VENUE. This Agreement is governed by, interpreted by, controlled by, enforced, and construed in accordance with the laws of the State of Florida, without regard to principles or conflicts of laws. Venue for any dispute between the parties arising in connection with this Agreement shall lie exclusively within the courts located in Polk County, Florida.

24. ATTORNEYS FEES. In the event arbitration or litigation is required by either party to enforce the terms of this Agreement, the parties hereto shall be responsible for their own attorneys' and legal assistants' fees incurred by reason of such action and all costs of suit and those incurred in preparation thereof at both the trial and appellate levels, in arbitration or bankruptcy proceedings, and post-judgment collection proceedings. The terms and conditions of this subsection shall survive any termination or expiration of this Agreement.

25. AMENDMENT. This Agreement may be amended and modified only by a written instrument executed by all parties hereto.

26. NO PARTNERSHIP. Nothing in this Agreement shall be construed to create a partnership or joint venture between the parties. The parties acknowledge that the relationship of Manager to Association is that of an independent contractor.

27. NO EXCLUSIVE REMEDY. No remedy herein conferred upon either party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

28. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties with respect to the Community and all other representations, negotiations and agreements, written and oral, are superseded by this Agreement and are of no force or effect.

29. COUNTERPARTS; FACSIMILE SIGNATURES. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Facsimile signatures shall be effective for purposes of this Agreement.


30. LICENSURE. Manager warrants and represents that it possesses and shall maintain at all times during the term hereof all licenses, permits, approvals and similar items that are necessary and/or appropriate to its performance hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ASSOCIATION:

**KINGSLEY CREEK HOMEOWNERS
ASSOCIATION, Inc**

a Florida not-for-profit corporation

By: 
Print Name: Shawn Budd
As its: President

MANAGER:

EVERGREEN LIFESTYLES MANAGEMENT, LLC.
a Florida limited liability company

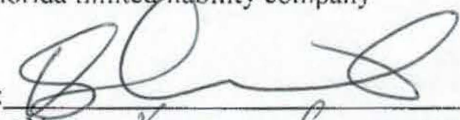
By: 
Print Name: Kevin Carrick
As its: CEO

EXHIBIT A

In addition to the Services described in Section 2 of this Agreement, the following items are included at no charge:

Management & Operation

- File Folders
- Office Supplies (at cost if applicable)
- Reminder Letters
- Supervision of After Hours Emergencies
- Interfacing with Attorneys for Collection Matters
- Storage of Records
- Preparing Violation and Compliance letters
- Litigation/Attorney Interface
- Tracking Board Meeting Minutes & Resolutions
- Track Recorded Deeds
- Maintenance of Association Corporate Records
- Board & General Correspondence
- Coordination of Maintenance & Repairs
- Oversight of Landscape & Irrigation Maintenance Within Common Areas and Individual Lots
- Oversight of Annual Pressure Cleaning
- Oversight of Any Additional Home Specific Services Paid Through and Managed by Association
- Prepare Bid Specifications
- Securing Competitive Bids
- Assist the Board of Directors in Enforcing Community Governing Documents
- Manage Vendors & Contractors
- Manage Insurance coverage
- Process Architectural Requests
- CINC Software System
- Coordinate Board & Annual Meetings
- Committee Assistance
- Coordination of Homeowner Mailings
- Board Training
- Quarterly Topical Board Training
- Preparing Reminder Letters (Late Notice)
- Coordination of Vendor Emergency Contacts
- Cell Phone Access

Accounting

- Degreed Staff Accountant
- Weekly Invoice Review and Payment
- Coordinate & Manage Reserve Study
- Coordinate Tax Returns
- Annual Florida Division of Corporation Filings
- Review & Payment of Property Taxes
- Coordinate Annual Audit, Review or Compilation
- Maintain Bank Accounts
- Assess Applicable Late Charges and Fines
- Secure Lockbox Processing for Assessments
- Daily Lockbox Processing for Receipts
- Daily Lockbox Posting to Owner Accounts
- Financial Statements
 - Indexed/Searchable Electronic Financial Statements
 - Balance Sheet
 - Income/Expenses/Budget Comparison Report
 - Delinquency Reports
 - General Ledger
 - Cash Receipts/Disbursements
 - Electronic copies of all invoices & Checks
- Annual Budget Preparation
- Reserve Statements
- Variance Reporting
- Full Supporting Documents
- Bank Statements
- Auxiliary Schedules

EXHIBIT B

FEE SCHEDULE

ASSOCIATION-RELATED COSTS:

- Website Administration - \$150 per month
- Postage – Billed back at current rate (affixed at Evergreen Corporate Office)
- Copies - \$0.15 (made at the Evergreen Corporate Office)
- Envelopes - \$0.10 (additional charge if specialty size required for mailings)
- Coupon Books (if applicable)- \$5.00 per unit (Price includes cost for envelopes and postage)
- Statutory Agent Annual Fee - \$100.00
- Special Assessment Collections - \$3.00 per owner
- Assessment Invoices (if applicable) - \$0.50 (price does not include cost for envelopes and postage)
- Monthly Electronic Financial Fee - \$10.00
- Form 1099 - \$10.00 per applicable vendor
- Special Projects - \$100.00 per hour (Projects outside of the scope of the contract, approved by the Board of Directors)
- Special Meetings as approved by the Board of Directors - \$100.00 per hour
- Common Area Parcel Consolidations – fee dependent upon number of tracts for consolidation (ranges between \$400.00 - \$1,450.00)
- Welcome Packets - \$6.00 per unit Resales/ \$10.00 per unit New Build (price includes cost for envelopes and postage)
- Minute Taking can be negotiated separately

OWNER – MISCELLANEOUS COSTS

- New Home Administrative Fee - \$100.00
- Resale Fee - \$175 (includes Estoppel Certificate)
- Refinancing Fee - \$100.00
- Foreclosure Processing Fee - \$90.00
- Rebill Fee - \$10.00
- Demand Letter Fee - \$50.00
- Payment Plan Set up Fee - \$50.00
- Disclosure/Lien Estoppel Update Fee - \$50.00
- Document Rush Fee - \$100.00
- Lender PUD Statement Fee – Standard \$75.00, Custom \$125.00
- Package Account for Attorney – New Accounts - \$75.00 (one-time transaction)
- Collection Agency Package Fee - \$50.00 (one-time transaction)