BRAMBLE POINT AT TWIN EAGLES
KEB MANAGEMENT SERVICES, LLC
MANAGEMENT AGREEMENT

THIS AGREEMENT made this 19 day of APRIL, 2012, by and between **BRAMBLE POINT AT TWIN EAGLES** (Hereinafter the "Association"), a Florida corporation not-for-profit, and **KEB MANAGEMENT SERVICES, LLC**, a Florida Corporation (hereinafter the "Manager"), with reference to the following facts
The parties hereby agree as follows:

1. The initial term of this Agreement shall be June 1, **2012 through** May 31, **2013** and may renew annually thereafter on mutually agreeable terms.

2. Manager agrees to perform the management duties as set forth in Schedules A, B and C. attached hereto and made a part hereof.

3. The Manager and the Association, through its Board of Directors shall conduct the affairs of the Association in compliance with the Declaration of Protective Covenants, Restrictions as record in the, Public Records of Lee County, Florida (hereinafter the "Declaration"), the Association's Articles of Incorporation, Bylaws and the Rules and Regulations of the Association and any applicable State and Federal Statutes, all as amended from time to time.

4. If there are duly adopted policies of the Association that the Manager is expected to carry out, the Association shall provide written copies of these policies to the Manager.

5. RELATIONSHIP OF PARTIES.

(a) Agency. All actions by the Manager with respect to management and maintenance under this Agreement shall be as agent for the Association, and all obligations or expenses incurred in the performance of the Manager's duties and obligations shall be for the account of, on behalf of, and at the expense of the Association. The Manager shall not be obligated to make any advances to or for the account of the Association or to pay any obligations of the Association, except out of funds provided by the Association, nor shall the Manager be obligated to incur any liability or obligation on behalf of the Association without reasonable assurance that the necessary funds for the discharge thereof will be provided.

(b) Independent Contractor. The Manager, its employees, and agents, shall be deemed to be independent contractors and not employees of the Association. The Association shall not be responsible to pay for any employee benefits, employee withholding taxes or other taxes, charges or costs, or any other expenses, of any nature, except for the fees and costs specifically provided by this Agreement. The Manager shall be free to contract for similar services to be performed for other entities while it is under contract with the Association. The Association will not pay or provide workers' compensation coverage for the Manager. The Manager shall be solely responsible for payment of any such taxes or contributions.

(c) Licensing. The Manager is responsible for obtaining all licenses, permits, and other governmental approvals necessary to perform its duties, including attendance at any educational seminars or courses as required by law to maintain its licenses.

(d) Non-Disclosure. The Manager, both during the period when this Agreement is in effect and at any time thereafter, shall not, without written authorization from the Association, directly or indirectly disclose to any other person, firm, or corporation any confidential information or trade secret regarding the Association, take or make available to any other party any documents, files, or other papers belonging to or concerning the business and financial affairs of the Association including, but not limited to, any owner lists, or commit any other act, or in any way assist others to commit any act, for the purposes of injuring the Association.

6. The Association shall insure itself against liability arising from negligent acts by the Manager or its agents or employees. Because the Manager will be acting at all times for and on behalf of the Association, it is understood and agreed that, if possible, the public liability insurance carried and maintained by the Association shall be extended to and shall cover the Manager, as well as the Association, all at the expense of the Association.

7. The Manager shall maintain coverage for errors and omissions, workers compensation, if required, and fidelity bonding. The Manager shall be liable to the Association or its members for any loss or damage to any person or property in connection with the Association, its common elements or units caused by the negligence of any of its employees. For this purpose the Manager shall carry liability insurance in an amount satisfactory to the Association's Board of Directors. Manager shall, from time to time, provide the Association with proof of such coverage.

8. Association shall make available to Manager the official records of the Association. The Association shall provide an initial Reserve schedule, when completed. If all records and schedules are not available, the Association will advise manager and then authorize Manager to secure same. It is Manager's duty and responsibility to maintain the financial records of the Association.

9. The Manager is responsible for preparation and submission of annual budgets for approval by the Association's Board of Directors. The Manager is also responsible for preparation of the Year-end financial reports for review or audit by a CPA or firm of the Association's choice as required by Florida statutes, as well as appropriate county, state and federal tax filings.

10. Compensation to Manager shall be **$500.00** for Management services per month beginning June 1, 2013 to perform the duties described herein, payable on the 5th day of each month. Association is responsible for the cost of all phone calls (including applicable taxes), postage costs, faxes, photocopy costs and third party printing costs that Manager may use from time to time to execute its obligations under this Agreement but which are used exclusively on behalf of the Association. KEB Management will charge a monthly flat fee of **$100.00**, excluding postage for reimbursable items mentioned above. **Postage will be charged at the rate set by USPS.**

11. The Association shall be responsible for payment to all subcontractors it employees and for the supplies and equipment needed to maintain the buildings, amenities and grounds. All contracts for services shall be between the Association and the subcontractor(s). The Manager will administer payments on behalf of the Association.

12. Generally, the Property Manager shall do all things deemed reasonably necessary or desirable by the Association to attend to the proper maintenance, operation and management of the Association Property, as required by Statute or by the Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, this Agreement, and all other agreements, declarations, documents and instruments affecting the Association Property or the Owners, except those things which may not be so delegated under the above documents and applicable law.

13. The Property Manager fully accepts that its function is to assist the Board in the operation and administration of the Association. Notwithstanding the express authority given to the Manager in this Agreement, it is understood and agreed that the Manager shall at all times confer fully and freely with the Board in the performance of the services set forth herein, including but not limited to attendance at Board meetings.

14. This Agreement may be terminated by either party with **sixty (60) days written notice**, sent certified mail to the following addresses:

KEB Management Services, LLC
6017 Pine Ridge Road #262
Naples, Florida 34119
Phone: 239-262-1396
Fax: 239-444-1191
E-mail: bloomk@kebmgnt.com

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15. The invalidity of any part of this Agreement shall not affect the validity of the remaining portions of the Agreement. No waiver or any breach of any of the covenants contained in this Agreement will be a waiver of any succeeding breach or other covenants.

16. The Association agrees to indemnify, defend and hold harmless the Manager, its officers and employees from all claims brought or actions filed, liability, loss, damage, cost or expense not caused by the Manager, its officers or employees, own negligence or willful misconduct, including without limitation, reasonable attorney's fees and expenses, arising from or relating to the functions which the Manager has been hired.

17. The Property Manager agrees to indemnify, defend and hold harmless, the Association, its Board of Directors, officers, and employees from all claims brought or actions filed, liability, loss, damage, cost or expense that is caused by the Manager, its officers or employees, own

negligence, or willful misconduct, including without limitation, reasonable attorney's fees and expenses.

18. Jurisdiction and Venue. Each of the parties irrevocably and unconditionally: (1) agrees that any suit, action or legal proceeding arising out of or relating to this Agreement shall be resolved in the courts of the State of Florida in Lee County, Florida; (2) consents to the jurisdiction of each such court in any suit, action or proceeding; and (3) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any such courts.

19. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

20. If either party hires an attorney to enforce its rights under this Agreement, the prevailing party shall be entitled to be reimbursed by the other party for its attorney's fees and costs, whether or not litigation is commenced, and through any appeals.

21. This instrument contains the entire agreement of the parties. It may not be changed or terminated orally but may be changed only by an agreement, in writing, signed by the party against whom enforcement of any waiver, change, modification, extension, discharge, or termination is sought.

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

Witness:

Date: 4/19/12

BRAMBLE POINT AT TWIN EAGLES

By: _____
President

Witness:

KEB MANAGEMENT SERVICES, LLC,

By: _____

Date: 4/19/12

Kenneth E. Bloom, President

SCHEDULE "A"

General Management Duties

The MANAGER shall:

- Oversee the maintenance of the building, grounds and supporting facilities to standards set by the Board of Directors and as provided for in the Association budgets.
- Respond promptly to owner calls and letters.
- Keep and maintain all known records as required by the law and good business practice.
- Make recommendations to the Board about required maintenance or operations and as set out in the ASSOCIATION governing documents.

Chain of Command:

The MANAGER will report to and receive direction from the Board President or the President's designee. Ideas for unscheduled and unbudgeted projects from Board members and owners will be taken to Board meetings where the majority Board can decide which projects to pursue.

Property Evaluation / Supervision:

The MANAGER will supervise and direct all contractors as necessary from time to time. All requests of contractors must be channeled through the MANAGER.

The MANAGER will visit the site at least once a week and conduct inspections to evaluate the performance and conduct of contractors and the condition of the property and equipment. The MANAGER will compare the work accomplished against maintenance schedules. The MANAGER will notify the ASSOCIATION of deficiencies and corrective action taken as it deems appropriate and necessary.

The MANAGER will make suggestions for property improvement and schedule preventative maintenance. The MANAGER will respond to reports of equipment or utility service breakdown, for which the ASSOCIATION is responsible, and initiate remedial action, advising the President or the President's designee of action taken/suggested/pending.

Specialty Contracts:

From time to time the ASSOCIATION will need specialty work. This work may be for painting, paving, roofing, or any other project not done routinely. The MANAGER expects the ASSOCIATION may execute some specialty contracts in each calendar year. Projects shall be undertaken at a mutually agreeable time.

The MANAGER is responsible for obtaining specifications to put out to bid for specialty contracts. A specialist may be hired if the ASSOCIATION prefers and manufacturer's representatives may prepare specifications for simple projects. The MANAGER shall not be responsible for any deficiencies in specifications prepared.

The invited bidders will be insured, licensed contractors with good business backgrounds and verified references.

There will be no charge for supervision of the job that may be performed in weekly visits to the property.

The MANAGER will normally contract, supervise and direct the work on behalf of the ASSOCIATION. The MANAGER will work with Board/Committee members who may contract for the ASSOCIATION.

For major work, including but not limited to, roofing and concrete restoration, the Board may hire engineers or consultants who will write the specifications and supervise the work.

Storms, Emergencies and Other Losses:

In most minor losses (defined as less than $5,000.00), the MANAGER will act as agent for the ASSOCIATION in contracting repairs and filing claims; however, this Agreement does not include contracting for restoration or pursuing insurance settlement after a storm if the loss is more than $5,000.00. Such services will be billed at $75.00 per hour, but will not be performed without the prior consent of the Association.

To anticipate major (over $5,000.00) losses, the Board shall appoint one person to act as emergency coordinator; that person shall be available to participate in recovery with assistance from the MANAGER. That person will be authorized by the Board to make decisions, obtain contracts for repairs and assist in the pursuit of insurance recovery.

In the event of a storm or other emergency, the MANAGER will attempt to contact the emergency coordinator and the Board President or the President's designee. After initially contacting the presiding officer, the MANAGER will then work with the emergency coordinator; that coordinator will be responsible for reporting to the Board, as he/she deems appropriate. The MANAGER will file a Claim Notice with the ASSOCIATION's insurance company. The MANAGER will make every effort to have insurance adjusters on-site promptly following a storm. The MANAGER is specifically authorized to have temporary, emergency repairs made to save property and prevent continuing damage to the property.

The MANAGER shall require that all contractors or vendors are licensed and fully insured, including auto, general liability and workman's compensation if the contractor's employees are working on ASSOCIATION property. Contractors will supply copies of proof of insurance before commencing work. All contractors or vendors must complete

IRS W-9 forms and the Association shall furnish 1099 forms to non-incorporated vendors and contractors in accordance with Federal tax laws. The MANAGER shall require a lien waiver prior to payment to any contractor or vendor to protect the ASSOCIATION from construction lien law liability.

Coverage:

Regular office hours of the Manager are Monday through Friday from 9:00 AM to 4:30 PM, except holidays. The MANAGER maintains a 24-hour answering service that will contact the MANAGER in the case of emergency calls from the ASSOCIATION. Emergencies are defined as unmistakable danger to life or property such as water leaks or fire.

SCHEDULE "B"

Financial Duties

The MANAGER shall:

- Collect and disburse ASSOCIATION funds using separate custodial accounts in FDIC insured institutions or as directed by the Board of Directors.
- Prepare a draft annual budget and coordinate a budget meeting.
- Maintain financial records in a businesslike manner.
- Convey timely financial reports to the Board of Directors.
- Unless waived by a vote of the owners, coordinate with the ASSOCIATION's accountant for the preparation of an audited, reviewed, or compiled year-end financial statement to be prepared in accordance with Chapter 718/720, Florida Statutes.

Collect Fees:

The MANAGER shall bill and collect regular assessment fees for the ASSOCIATION. Billings will be sent to each unit owner monthly or quarterly as determined by the board. Collection activity and late notices will be in accordance with the provisions of the ASSOCIATION governing documents and statutory requirements.

Special assessments or other special billings are charged at the current USPS rate.

Disburse Funds:

The MANAGER shall prepare checks for regular accounts payable twice monthly.

Records:

The MANAGER shall maintain the ASSOCIATION's financial reports in accordance with good accounting practice using the accrual basis of accounting and said records will be available for inspection on reasonable notice. The MANAGER shall prepare for execution and filing on behalf of the ASSOCIATION all forms and reports required by law. Tax returns shall be prepared by the ASSOCIATION's accountant at the ASSOCIATION's expense. Any forms or reports prepared by the ASSOCIATION's legal counsel or accountant shall be an ASSOCIATION expense.

Reports:

The MANAGER shall prepare for the Board a monthly balance sheet and income/expense statement utilizing the accrual method of accounting comparing actual results to budget. The monthly report shall include a list of delinquencies and cash disbursements. The reports shall be prepared in accordance with standard accounting practices adopted by CPAs specializing in common interest realty accounting.

Reports are generally available after the 20th of each month, except for special, occasional events and circumstances.

Budget and Reserve Schedule and Meeting:

The MANAGER shall prepare a draft budget prior to the end of the budget year and, after review and approval by the Board of Directors, mail it to owners prior to the Board meeting at which the budget will be adopted in accordance with the ASSOCIATION By-Laws.

SCHEDULE "C"

Administrative Duties

The MANAGER shall:

- Keep and maintain all necessary records.
- Coordinate Board meetings as necessary and prepare minutes.
- Coordinate one ASSOCIATION members meeting each year.
- Assist the Board in purchasing insurance.
- Maintain member records.
- Coordinate Notice of Commencement preparation and lien releases with the ASSOCIATION attorney
- Coordinate approval of new owners.
- Coordinate approval of rentals
- Assist the ASSOCIATION in the event of a lawsuit.
- Post meeting notices in a timely manner.

Licenses, Fees, Permits:

The MANAGER is responsible for filing the ASSOCIATION Annual Report and providing the ASSOCIATION's accountant with financial records necessary for tax preparation and year-end financial statements and obtaining occupational and facilities licensing.

Records:

The MANAGER will manage and maintain ASSOCIATION records in an efficient and well-organized fashion. This includes all official records, blueprints, turnover documents, meeting minutes as provided as well as correspondence, proxies and financial records. Records shall be available for inspection upon reasonable notice. The Board is responsible for providing these records at the onset of the Agreement, noting any records not available. All records are the property of the ASSOCIATION.

Insurance:

The MANAGER will assist the Board in obtaining adequate coverage and shall use its best efforts to ensure that all required insurance to be carried and maintained is in full force and effect

Owner Communications:

The MANAGER will keep owners informed by sending them a periodic information newsletter as deemed necessary and appropriate to keep them informed of any changes to the governing documents or ASSOCIATION Rules and Regulations.

Owner Records:

The MANAGER will request semi-annually updates from the Neighborhood Associations regarding new and/or modified contact information for homeowners, including phone numbers and secondary addresses.

Unit Transfer:

The MANAGER will coordinate the transfer of units in accordance with procedures established by the Board. New owners will receive a "welcome packet" which includes a welcome letter, and other items of interest, approved by the Board of Directors. The MANAGER will collect a transfer fee from a party to the transaction (not the ASSOCIATION) for processing unit transfers subject to the provisions of the ASSOCIATION governing documents. The ASSOCIATION will be entitled to any fees collected. The MANAGER will collect a fee for "estoppels letters" or "lender questionnaires" from a party to the purchase and sale transaction.

Compliance with Official Orders:

The MANAGER shall notify the Board promptly of any complaints, warnings, notices or summonses received relating to governmental ordinance, law or regulation. The MANAGER is hereby authorized to disclose ownership of the units to any such officials if asked. The ASSOCIATION agrees to indemnify and hold harmless the MANAGER and all employees thereof from all loss, cost, expense and liability whatsoever which may be imposed due to any present or future violation of such law, ordinances, rules or regulations other than for negligence on the part of the MANAGER or its employees. The MANAGER will endeavor to eliminate or abate complaints or infractions through available and lawful means in consultation with the Board of Directors.

Standard Office Operating Procedures:

The MANAGER has developed standard operating procedures, computer software and timetables for smooth running administration and to address priorities systematically. While suggestions for improvement are welcome, deviation from procedures, standard forms, software products and timetables should not be expected.

Owner Meetings:

The MANAGER will coordinate one owners meeting per year pursuant to the direction of the Board. Meeting management will include preparation and mailing of notice, agenda, ballots and proxies, but does not include preparation of amendments to the governing documents.

Board Meetings:

The MANAGER will attend Board meetings (up to 12 per year) as a part of this Agreement. There may be an extra charge for additional Board meetings or committee meetings held during the month or on weekends. Hourly rate will be negotiated. The MANAGER will post notice, attend the meetings and make a management report, take meeting minutes, distribute them to Board members and file a copy in the official meeting minute book.