

STATE OF TENNESSEE
COUNTY OF DAVIDSON

MANAGEMENT AGREEMENT

THIS AGREEMENT, made and entered into to be effective as of the first day of February 2017, by and between THE CLOISTER AT ST HENRY HOMEOWNERS ASSOCIATION, INC., an incorporated association (hereinafter called the "Association"), and COMMUNITY MANAGEMENT ASSOCIATES, INC., a Georgia Corporation (hereinafter called the "Agent" or CMA).

WITNESSETH:

FOR AND IN CONSIDERATION of the mutual covenants and benefits provided for herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties do hereby agree as follows:

ARTICLE I: Definitions Used in this Agreement

- A. The term "Association" shall mean its successors and assigns, acting on behalf of the owners in accordance with the Documents filed on record for THE CLOISTER AT ST HENRY.
- B. The term "Board of Directors" or "Board" shall mean the Board of Directors of the Association, the members of which shall be elected from time to time as provided in the Association Documents.
- C. The term "Documents" shall mean the recorded Declaration of Protective Covenants Conditions Restrictions and Easements, Articles of Incorporation, By-Laws, Tennessee Property Owners' Association Act, plats of survey, architectural plans, specifications and other documents related to the Association and Development.
- D. The term "Development" shall mean that development known as THE CLOISTER AT ST HENRY located in the State of Tennessee, County of DAVIDSON and consisting of 240 units.
- E. The term "Owner" shall mean any person or persons described in the Documents as being the owner of record of any lot or unit (as defined in the Documents) in the Development.
- F. The term "Agent" shall be Community Management Associates, Inc. and its employees.

- G. The term "Property Manager" or "Manager" shall mean a full time employee of the Agent. His/ her duties shall include overall responsibility for the performance of this Agreement.

ARTICLE II: Appointment

The Association hereby appoints and the Agent hereby accepts appointment, on the terms and conditions hereafter provided, as exclusive Management Agent of the Association.

ARTICLE III: Terms of this Agreement

- A. This Agreement shall become effective on the first day of February 2017 only and shall continue in full force and effect for a twenty-four (24) month term or until such time as proper notice of termination of this Agreement is given. The Agent shall give a full accounting of all funds handled at the time of termination, and shall be entitled to all fees earned pursuant to the terms of this Agreement through the time of termination.
- B. Upon failure by either party to give the other thirty (30) days written notice of the intention not to renew this Agreement, the Agreement shall self renew and continue in full force and effect for an additional twelve (12) months. Notwithstanding the foregoing, this Agreement may be cancelled at any time with or without cause by either party by giving thirty (30) days written notice of termination to the other. Once proper notification has been provided, the effective date of termination shall be the last day of the month following completion of the thirty (30) day notice period. The notice must be in writing addressed to the President/Broker of CMA, or President of the Association. The Agent shall give a full accounting of all funds handled at the time of termination and shall be entitled to all fees earned pursuant to the terms of this Agreement through the effective date of termination.
- C. All books, records, accounts and correspondence concerning the Association shall be property of the Association at all times, including upon termination of this Agreement.

ARTICLE IV: General Responsibility of Agent

The Agent fully understands that the function of the Association is the operation and management of the Area of Common Responsibility (as defined in the Documents, as amended) of THE CLOISTER AT ST HENRY and the enforcement of the Documents. The Agent agrees to cooperate fully with the Board of Directors in the performance of its duties as herein set forth.

ARTICLE V: Information to be Furnished to Agent

In order to facilitate efficient operation, the Association shall furnish the Agent with a complete set of the Recorded Documents. The Association shall also provide, or cause to be provided, a complete and accurate set of homeowner and accounting records on or before the effective date of this Agreement.

ARTICLE VI: Employees of Agent

The Agent shall hire in its own name and at its sole cost and expense, all managerial and administrative personnel necessary for the efficient discharge of its duties hereunder. It is understood and agreed between the parties that the Agent will be reimbursed by the Association for other contractors hired by Agent for the benefit of the Association. Those employees of the Agent who handle or are responsible for handling the Association's monies shall, in addition to Fidelity coverage carried by the Association, be covered by employee dishonesty insurance in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) or such higher amount as may be required by applicable law.

ARTICLE VII: Management of the Development

The management service to be performed under this Agreement and the manner in which services are to be performed by the Agent are as follows:

A. General Matters:

- (1) The Manager assigned to the Development by Agent shall oversee the day to day responsibility for the operation and maintenance of the Development. The Manager is directly responsible for the implementation, performance, and completion of all other portions of this Agreement, and Manager will be fully supported by Agent.
 - (a) Manager will be available during the following hours: Monday through Friday from 9:00 AM to 5:00 PM, except holidays. "Holidays" is defined herein as being New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day of every year. In the event the holiday falls on a Saturday, it shall be celebrated on Friday. In the event the holiday falls on a Sunday, it shall be celebrated on a Monday.
 - (b) The Manager shall visit the property regularly to ensure compliance with all aspects of this Agreement and shall report the findings to the President of the Board or designee on a monthly basis. These inspections will take place, at the Manager's discretion, between Monday and Friday between the hours of 9:00 AM to 5:00 PM.

- (c) Emergency procedures attached (Exhibit "A"). Should the Association or its' members accept 24 hour emergency service; the Association is responsible for all invoices that are generated from this service.
- (2) The Agent agrees to confer fully with the Board in the performance of its duties as set forth herein and to have the Manager or the Community Management Associates supervisor in attendance at the Annual Association meeting and the Board meetings. Board meetings must be completed by 8:00 PM and shall each not exceed one and one-half (1.5) hours in length. Board meetings must be scheduled Monday through Thursday and completed by 8:00 PM or Friday during the hours of 9:00 AM to 5:00 PM. Any unused time shall not accrue to any other month. If the one and one-half (1.5) hour time frame is exceeded, if meetings are not completed by 8:00 PM, or if the Association wishes additional attendance time from the Manager or the CMA Supervisor, then the Agent reserves the right to charge an additional fee of One Hundred Dollars (\$100.00) per hour for each occurrence. Prior to additional fee being levied the manager will first inform the board of directors of possible additional fee and the justification for additional fee. Please note that the manager does not take meeting minutes.
- (3) The Agent shall oversee the maintenance of the equipment, buildings, and grounds of the Development, not otherwise covered in detail in this Agreement, in a manner acceptable to the Board. Any additional functions which the Association desires the Agent to perform under this Agreement will be added as special stipulations. Agent shall cause the buildings, appurtenances and grounds of the Development to be maintained according to standards acceptable to the Association's Board of Directors, including but not limited to, roof surfaces, exterior cleaning, painting and decorating of the common area, and such other normal maintenance and repair work as may be necessary subject to any limitations imposed by the Association's Board of Directors in addition to those contained herein.
- (4) The Agent shall promptly investigate and file with the Association's insurance company all claims or incidents of damage to the common areas of the Development, property damage and/or personal injury on the common areas of the Development, or other claim or incident for which coverage may be afforded under the Association's hazard insurance, commercial liability insurance, fidelity coverage or directors' and officers' liability insurance. The Agent shall also prepare any reports required by such insurance company. With prior approval of the Association's Board, the Agent is authorized to settle such claims against the Association, including executing proofs of loss, adjusting losses, signing receipts, and collecting money, excluding litigation handled by Association's legal counsel.

B. Monies of the Association:

- (1) The Agent shall provide complete and accurate accounting of all funds received in the name of the Association and will make the books of the Association available to the Board of Directors of the Association at any time during normal business hours.
- (2) All monies collected, from whatever source, in the name of the Association, are the property of the Association and will be accounted for by the Agent and deposited in the bank account of the Association.
- (3) The Agent shall manage the assets of the Association according to the standards of good business practice and consistent with the overall plan and direction of the Association. All accounts for the Association shall be kept separate and apart from all other accounts of the Agent, and there shall be no co-mingling of funds with accounts of Agent or accounts of others. The Agent shall provide monthly to the Board of Directors, not later than the twentieth (20th) day of the month following the close of the previous month, a complete accounting of all financial transactions, including a balance sheet, income statement, owners receivables statement and a list of all pre-paid/delinquent fees. These reports should cover all deferred income, all monies collected, all monies disbursed together with a reconciled bank statement showing the balance of cash on hand in each bank account. During year end, the financials will be delayed due to year end close out. Annually, at such time that the Board may request in writing and at the expense of the Association, said records, books and accounts may be audited by a Certified Public Accountant whose report will be submitted to the Board. Agent agrees to secure bids and assist the Board in the selection of an Auditor.
- (4) The Agent shall establish and maintain, in a bank or banks whose deposits are insured by the Federal Deposit Insurance Corporation, in a manner to indicate the custodial nature thereof, a bank account or accounts for the deposit of monies collected by the Agent in the name of the Association for the operation and maintenance of the Development. The Agent shall have the authority to draw thereon for any payments to be made by Agent to discharge any liabilities or obligations incurred pursuant to this Agreement and for the payment of monthly fees to the Agent.
- (5) The above accounts will be maintained for and in the name of the Association and shall include, but not be limited to, checking, passbook savings, certificates of deposits, U.S. Treasury Bonds and Notes, and purchased money certificates. Withdrawals or redemptions against these accounts shall be upon the request of the Board. Interest earned on these accounts shall be posted to the books of the Association.
- (6) In the event that a petition in bankruptcy is filed by or against the Agent, or in the event that Agent shall make an assignment for the benefit of creditors or

take advantage of any insolvency act, Agent must give immediate notice to Association and either party may immediately terminate this Agreement. Agent hereby acknowledges that funds held for the benefit of the Association are property of the Association and shall not constitute, or be claimed, as an asset of the Agent. In the event of bankruptcy, Agent will immediately deliver and disburse to the Association all funds, accounts receivable, and other things of value, both tangible and intangible, of the Association.

- (7) A late fee equal to ten percent (10%) of the fee due will be charged to the Association if the funds are not available in the Association's account on the due date. In the event the Association fails to maintain sufficient funds in its operating account to pay its regular operating expenses and the management fee, this Agreement shall automatically be suspended and the Agent shall have no further duties or obligations to the Association until such time as the Association replenishes its operating account with sufficient funds to enable the Agent to manage the Association's property.

C. Expenses and Liabilities of the Association:

- (1) The Agent shall have the authority to make arrangements and contracts for any item of repair or replacement to the common areas provided the expense incurred shall not exceed sum of Five Hundred Dollars (\$500.00) per item, except for contracted services which shall be paid in accordance with the schedule provided in the contract, provided Board approval is obtained. No expenses exceeding One Thousand Dollars (\$1,000.00) will be incurred unless specifically authorized by the Board, except those emergency repairs involving danger to life or property or immediately necessary for the safety of the Association members or the preservation of property. Agent shall make reasonable attempts to contact a member of the Board of Directors prior to making emergency repairs; provided, however, if Agent is unable to contact a Board Member after making reasonable efforts to do so, the Agent may make emergency repairs without prior authorization and shall notify a Board Member as soon as possible.
- (2) All liabilities of the Association remain with the Association and the fact that the Agent takes the responsibility for making timely payments to reduce such liabilities, does in no way make the Agent directly responsible for those liabilities. The Agent's obligations hereunder are expressly subject to the limitation set forth in Article VII, Section C, subsection (8) herein.
- (3) The Agent shall bear the sole responsibility and cause to be disbursed regularly and punctually all wages, fees, and other compensation due and payable to personnel employed by Agent to fulfill its obligations under this Agreement. The Agent shall withhold from the employees' wages all income taxes, social security, and other taxes now or in the future required by force of law and shall pay over the sums to the proper authorities at or before the due date of same.

- (4) The Agent shall, with the approval of the Board, make contracts for water, electricity, gas fuel, oils, telephone, trash removal, pool maintenance, and other such necessary services that the Board deems necessary. All contracts shall be made in the name of the Association. When taking bids and/or issuing purchase orders in the name of the Association, the Agent will obtain the best possible prices and terms consistent with good business practices. If desired, all contracts other than utilities will require Agent to obtain competitive bids on an annual basis. The Agent shall cause to be disbursed regularly and punctually all sums due and payable by the Association as operating expenses authorized to be incurred under the terms of this Agreement from the funds deposited in the operating account.
- (5) Payment for the following services will be made in a timely manner, provided the Association has adequate funds to avoid penalties upon presentation to the Agent of the bill: water/sewer, electricity, grounds maintenance, pest control, garbage removal, and any other services under contract to the Association. If penalties occur because Agent has failed to make payments, Agent will be responsible for such penalties; provided, however, the Agent has received the bill at least seven (7) days prior to its due date. If Agent has not received the bill in time to make payment without penalties, Agent must provide documentation of the date the bill was received. Community Management Associates Inc., is not liable for any late fees that might incur if the Board of Directors is the only authorized signee's on the bank accounts for the Association.
- (6) Agent shall provide the Association's tax preparer all information needed to file the Association's tax returns in a timely manner. All taxes accrued to the liability of the Association will be paid in a timely manner or in time to take advantage of any discounts. Agent shall submit the Association's Annual Registration with the Tennessee Secretary of State on or before the due date, together with the required registration fee from the Association account.
- (7) The Agent shall use its best efforts to obtain competitive bids from insurance companies, if practicable, and, subject to approval of the Board, cause to be placed all forms of insurance needed to adequately protect the Association, its officers, its members and their mortgages, as their respective interests may appear, including, but not limited to, public liability insurance.
- (8) The Association retains the right to incur or accrue any liabilities it so desires; however, the Agent must be immediately notified of any such action so that the books of record may be adjusted accordingly.

D. Owner's Assessments:

- (1) The Agent shall notify, when correctly informed, all Owners upon their purchase of a lot or unit in the Development of due dates and amounts of all

assessments payable to the Association. If a special assessment is levied or there is any change in the normal payment of assessments (including changes in amounts), the Agent shall make a reasonable effort to notify in advance all Owners of such change.

- (2) Collection of past due accounts will be handled in accordance with the Declaration and By-Laws and with the guidelines to be formulated by the Agent and Board of Directors. The accounts remaining uncollected after implementation of normal administrative collection procedures by Agent shall be brought to the attention of the Board for action. In no event shall Agent be held liable for failure to collect said past due sums. Agent will coordinate collection procedures with the attorney retained by the Association.
- (3) Upon request from an owner, lender, or purchaser of a lot or unit, Agent shall provide an accurate statement of account within five (5) business days of receiving the request to said requesting party of all monies owed to the Association, including but not limited to monies owed in assessments, special assessments, late charges, and fines on the lot or unit. The statement shall include any special assessments approved by the Association, but not yet due and payable. Agent may charge the owner its customary and appropriate fee for such statement and related services provided in connection with such transaction, consistent with any applicable law and the Association Documents.

E. General Administrative Matters:

- (1) The ~~Manager will receive~~ service requests from members of the Association, consider these requests, and take appropriate actions upon each. Complaints and service requests of a major nature shall be brought to the attention of the Board with recommendations for the Board to consider.
- (2) Upon discovery by the Manager of problem areas involving major repairs to common areas, the Manager shall report the problem to the Board and make recommendations for correction. If the problem is beyond the expertise of the Manager or the scope of this Agreement, the Manager will, on direction of the Board and at the expense of the Association, call in an independent contractor to obtain cost estimates and specifications.
- (3) The Agent will monitor and otherwise supervise the independent contractors engaged by the Association under the following stipulations:
 - (a) The Board must inform the contractor of the Agent's responsibility of supervision.
 - (b) ~~Routine~~ contract supervision for work involving one or two trades engaged in maintenance, repair and replacement work shall be supervised by the Manager.

- (c) There may be occasions when major contract work will exceed the expertise of the Manager and Agent. Generally such work involves specifications and drawings that are prepared by architects and engineers to cover the work and coordination of the extensive work by many trades working in several areas of the Development. In this case the Board may elect to obtain contractor supervisory services from the architect or others. Agent shall assist the Association with advice and counsel as part of the management fee.
- (d) There may be times when the duties requested are beyond the scope of this Agreement. If such services of the Agent are required, the cost to the Association shall be One Hundred Dollars (\$100.00) per hour; provided, however, Agent shall provide written notice to the Association prior to providing any services for which an hourly fee will be charged.
- (e) The Agent will accept written complaints from the Association members about the contractor's performance. The Agent will attempt to resolve any such complaints. Unresolved complaints will be brought to the attention of the Board and to the contractor involved.
- (f) The Agent will be furnished with a copy of the contract. The Agent will assist the Board in interpretation of the terms and conditions of the contract and will assist the Board as an advisor in matters concerning the contract.
- (g) The Agent cannot accept legal or implied responsibility for the performance of the contract.
- (4) Annually, on or before October 1st, the Agent shall prepare a proposed operating budget setting forth in itemized fashion a statement of the anticipated receipts and disbursements for the next fiscal year based on the current assessments and general condition of the Development. This budget, together with a statement from the Agent, shall be submitted to the Board for approval within thirty (30) days after written request from the Board. This proposed budget may be amended and modified by the Board prior to approval. Upon approval and adoption by the Association, this budget will serve as the supporting document for the schedule of assessments for the new fiscal year. It shall also constitute a major control under which the Agent shall operate during the new fiscal year and there shall be no substantial variances from the budget without prior approval from the Board and the Agent.
- (5) The Agent shall report to the Board or its designee(s) any architectural control violations and any other violations of the Declaration, By-Laws and any Rules and Regulations of the Association which are observed by Agent on visits to the community and shall give notice of such violations to the responsible lot

or unit owner. If violations cannot be resolved, the Agent will bring unresolved violations to the Board.

- (6) **Independent Contractor Relationship:** Everything done by the Agent under the provisions of this Agreement shall be done as an independent contractor employed by the Association, and all obligations or expenses incurred hereunder shall be for the account on behalf and at the expense of the Association. Any payment to be made by the Agent hereunder shall be for the account on behalf, and at the expense, of the Association. Any payment to be made by the Agent hereunder shall only be made out of such sums as are available in the accounts of the Agent as provided in Article VII, Section B, subsection (2) or as may be provided by the Association. The Agent shall not be obligated to make any advance to or for the account of the Association, or to pay any sum except out of funds held or provided as aforesaid, nor shall the Agent be obligated to incur any liability or obligation for the account of the Association without assurance from the Board that the necessary funds for the discharge thereof will be provided.
- (7) **Agent's Fees:** The Management Fee which the Agent shall be entitled to receive for services rendered by it for the first year under this Agreement shall be payable monthly in advance; the third year's Management Fee may include an increase as negotiated. Such fee shall be paid as a recurring common expense of the Association.

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Full Service Management with ONE board meeting per MONTH and TWO property inspections per MONTH: \$3,120 per month (based on \$13/unit)

Administrative support by CMA's Main Office for Reimbursable Expenses:

Initial set up Fee	Equal to 1st Month's Mgt. Fee to include setting up all accounts, including bank accounts and introductory letter (does not include invoice or postage)
Courier of records	At Cost
Postage	US Postal Rates
Coupon Books / Invoices	At Cost – from 3 rd party vendor
Mailers	
Replacement Coupon Books	\$7.00 – charged to homeowner
Tax Forms (1099 & 1096)	\$40.00/each
Copies	\$.20 per copy
Portal Fee	\$24.00 per month (<i>faxing, scanning, local & long distance phone calls, VMS access</i>)
SmartWebs	Included
Return Envelopes	\$.10 each
Storage of Records	At Cost
Retrieval of Records	At Cost

CMA reserves the right to revise pricing as needed.

(8) Expiration and Termination:

- (a) Upon the expiration or termination of this Agreement, both parties shall account to each other with respect to all matters outstanding as of the date of such expiration or termination including, but not limited to, bills, obligations, and records. The Association shall be responsible for any outstanding obligations or liabilities which the Agent may have incurred prior to the expiration or termination of this Agreement.
- (b) Agent agrees to turn over all records and all funds to the Association or its designee within thirty (30) days of the effective date of any termination of this Agreement. Agent may retain sufficient funds to cover outstanding checks and anticipated bank fees.

(9) Severability and Assignment:

- (a) This Agreement shall inure to the benefit of and constitute a binding obligation upon the parties hereto, their respective successors and assigns.
- (b) This Agreement shall constitute the entire agreement between the parties hereto, and no variance or modification thereof shall be valid and enforceable except by another Agreement in writing executed and approved in the same manner as this Agreement.

- (c) This Agreement may be executed by the parties hereto in separate counterparts, each of which when taken together shall constitute one and the same Agreement. This Agreement may be executed by the parties hereto in one or more copies, each of which shall be deemed an original and it shall not be necessary to account for or produce more than one copy in making proof of this Agreement or the terms hereof.
- (d) If any part of this Agreement shall be declared invalid or unenforceable, either party shall have option to terminate this Agreement by notice to the other party.
- (e) Agent shall not assign its interest under the Agreement except in connection with the sale of all or substantially all of the assets of its business.

(10) Notices: All notices hereunder shall be in writing and may be delivered in person or by mail as follows:

Agent: Community Management Associates, Inc.
1465 Northside Drive, Suite 128
Atlanta, Georgia 30318

Association President: _____
President or any successor President at the
address shown in the records of the
Association.

(11) Insurance and Indemnification:

11.1 Insurance:

Agent shall maintain the following:

- (a) Commercial Liability Insurance in the aggregate amount of One Million Dollars (\$1,000,000.00) or more.
- (b) Workers' Compensation Insurance. Said policy covers employees of Agent only and not those of the Association (in the event the Association engages employees).

The Association shall maintain the following:

- (c) A General Liability Insurance policy in the minimum of the aggregate amount of One Million Dollars (\$1,000,000.00), or the minimum

amount required by the Act, which shall provide that Agent is an additional insured. The Insurance will be primary and Non-Contributory.

- (d) Directors and Officers Liability insurance which provides coverage for Agent for wrongful acts committed at the express direction of the Board of Directors or, in the alternative, the Association shall indemnify Agent as provided in Section 11.2 of this Agreement.
- (e) Fidelity bond or insurance, which complies with the requirements of the Tennessee Real Estate Commission.

Agent and the Association shall each provide prior written notice of cancellation of any of the insurance and/or bonds referred to above.

11.2 Indemnification:

- (a) Indemnification of Agent. In the event the Association does not maintain insurance as provided in Section 11.1(c) of this Agreement, the Association shall indemnify Agent against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon Agent in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Association's Board) to which Agent may be a party or in which either may become involved by reason of Agent's wrongful acts committed at the express direction of the Board whether or not this Agreement shall be in effect at the time such expenses are incurred where such action, suit or other proceeding involves a claim for claims other than property damage and/or bodily injury; provided such indemnification shall not extend to any action, suit, or other proceeding arising in connection with any gross negligence (provided, however, any wrongful acts committed at the express direction of the Board shall not be considered gross negligence for purposes of this subparagraph), willful gross misconduct, a material violation of this Agreement or bad faith of Agent; and provided, further, as a condition to this indemnity. Agents shall provide the Association with prompt notice of any claim, demand, loss, or action against Agent by reason of which the Association may have liability to Agent under this indemnity.
- (b) Indemnification of Association. Agent shall indemnify the Association against any and all expenses, including attorney's fees reasonably incurred by or imposed upon the Association in connection with any action or suit or other proceeding, including any settlement thereof, to which the Association may be a party or in which may become incurred as a result of Agent's fraud, bad faith, willful gross misconduct, gross negligence, material violations of this Agreement or failing to pay the Association's bills when due (provided that funds are available, that the

Association has not requested nonpayment and that any such bills received by the Association are promptly provided to Agent) and shall hold the Association harmless from, and Agent shall defend promptly and diligently, at the sole expense of Agent, any claim or action or proceeding against the Association, or the Agent and the Association jointly and severally, which arises out of or in connection with the Agent's fraud, gross negligence, gross misconduct, bad faith, material violations of this Agreement, or failing to pay Association's bills when due (provided that funds are available, that the Association has not requested nonpayment and that any such bills received by the Association are promptly provided to the Agent).

- (12) Agent shall maintain on behalf of the Association all office records, books and accounts and other Association records in a manner satisfactory to the Board, which records shall be subject to examination by the Board at any time. Subject to the terms of the Tennessee Nonprofit Code and the By-Laws, members shall be entitled to inspect at any time during normal business hours other books and records except for communications designated as protected by the attorney-client privilege.
- (13) Upon any termination of this Agreement, Agent shall, if requested by the Association, provide the Association or its designee an electronic database of all data related to the Association at no charge. Any such database will be compatible with Agent's accounting software but may not be compatible with other software.

[SIGNATURES ON NEXT PAGE]

IN WITNESS HEREOF, the parties hereto have set their hands and seals the day and year first written above.

The CHOISTER ASSOCIATION, INC.

By: David L. Stansberry Date: 1-9-2017

Print Name: DAVID STANSBERRY, PRESIDENT

By: Brenda Starnes Date: 1-9-2017

Print Name: BRENDA STARNES, V.P.

COMMUNITY MANAGEMENT ASSOCIATES, INC.
Firm # H-19777



Daniel J. Henning, PCAM
CEO

Agent #183964

EXHIBIT "A"

(iii) Emergency Procedures:

Dial 800-522-6314; listen to instructions.

This phone number is available 24 hours a day, seven days a week.

The person on-call for emergencies will be contacted by the answering service and will respond to your page as soon as possible. Should the Association or its' members accept 24 hour emergency service; the Association is responsible for all invoices that are generated from this service.