

ABACOA PROPERTY OWNERS ASSEMBLY, INC.

Board of Directors Meeting — Tuesday, August 7th, 2007

AGENDA

1. Determination of Quorum
2. Call to Order & Proof of Due Notice
3. Approval of Minutes of July 17th, 2007 Meeting
4. Treasurer's Report
5. Past President's Report
6. Bristol Management Report
7. Committee Reports:
 - i. Town Center Maintenance
 - ii. Town Center Task Force
 - iii. Budget
 - iv. Architectural Review
8. Progress Toward Securing Office Space
9. Old Business
 - i. Revised APOA Election Process
 - ii. Paramount Response To Maintenance Charge
10. Progress Toward Securing Property Management
 - i. Report of Candidate Interview Committee
11. New Business — *APOA TV Channel Software*
12. Future Meetings: Dates, Times & Locations

ABACOA PROPERTY OWNERS ASSEMBLY, INC.

MINUTES

BOARD OF DIRECTORS MEETING

Tuesday, August 07, 2007– 11:30 AM

1200 University Boulevard, Suite 210, Jupiter, FL 33458

In Attendance

Peter Lippman, APOA President
Scott Hedge, APOA Vice President
Joe O'Connell, APOA Secretary
Richard Rendina, APOA Director
David Carillo, APOA Director
Louise Lippman, Guest

Nader Salour, ADC
Donna Cesaro, ADC
Steve Inglis, Bristol Management
Nadine Inglis, Bristol Management
Wendy Harrison, Town of Jupiter Councilor
Beth Kelso, Guest

1. Determination of Quorum

2. Call to Order and Proof Of Due Notice

3. Approval of Minutes – 07-17-07 – Joe O'Connell moved that the minutes be approved as presented. The motioned was seconded and unanimously approved.

4. Treasurer's Report – Nader Salour summarized a Treasurers Report in Mr. Silverman's absence – Not much different than the report delivered at last month's meeting; everything remains on budget – the surplus referred to last month remains at approximately \$170K.

5. Past President's Report – Developer Obligations: Indian Creek Parkway improvements will be complete following the installation of irrigation and landscaping which should start in a couple of weeks. Donald Ross Road improvements: best case, we are about 3 months away from getting the permit to start construction; the bid process follows. The project should be underway by the beginning of 2008.

APOA Contracts: Status of contracts the APOA has in place, such as landscaping, irrigation, electrical and illumination: Illumination and electrical maintenance contracts are automatically renewable if the Board so desires. However, the landscape and irrigation contracts will need to be re-bid this year. Mr. Salour recommends beginning that process in about thirty days because it will take time to assemble the bid package, issue bid invitations and select a contractor. Mr. Salour confirmed that Total Maintenance and Treasure Coast Irrigation have performed very well. Given the refinements to the specifications over the years, he does not believe that the bid document needs to be altered. Mr. Inglis added that the irrigation system for the APOA is very complex; during the last bid process, Bristol had difficulty finding qualified contractors to submit proposals. It was agreed that any acceptable contractor must have extensive related experience and be willing to invest in corresponding employee training.

6. Bristol Management Report – See attached report distributed by Steve Inglis of Bristol Management.

7. Committee Reports

i. Town Center Maintenance – On hold until such time as Woolbright has closed on the property. Mr. O'Connell reported that Jumby Bay is still a problem in terms of their dumpster area. There have been some improvements at the other end of Town Center, but much more needs to be done. Mr. Salour added that Woolbright is supposed to close this Friday.

ii. Town Center Task Force – Ms. Harrison reported that since the last meeting of the task force, she has been following up with the police on their coordination with bar closings in the Town Center, so that officers are present when crowds are leaving. Enforcement of overnight parking restrictions has yet to be refined. Limited enforcement of timed parking is taking place, to the extent that budget limitations permit. Mr. Salour responded to David Carillo's question regarding the status of the traffic and parking improvements previously approved for Main Street. Lehman's representative, Rockwood Realty, had told Mr. Salour that they are either going to reduce the purchase price by the cost of constructing the improvement, or it would be a post-closing obligation of Lehman's.

Either way, they will be moving forward with the improvement. Ms. Harrison asked if anyone has any news on the theater building. Mr. Lippman responded that the information he received from Woolbright is that the closing on the theater building will not occur until they have secured lessees for the major portion of the property.

iii. Budget – The committee will meet on Chairman Silverman’s return from vacation.

iv. Architectural Review – No ARC meeting has been necessary following the June session.

8. Progress Toward Securing Office Space – A review of the proposals by the Woolbright and Leinbach interests led to agreement that the Leinbach lease conditions were preferable. Mr. Lippman requested a motion to empower him, or another qualified Board member, to negotiate a final lease agreement. Mr. Carillo volunteered, but mentioned he would first prefer to obtain a quotation from one of his contractors on the project build out cost. He estimated that would take about 3 to 5 days.

9. Old Business

i. Revised POA Election Process – It was agreed that the Election process would be slightly revised. Mr. Lippman asked that Donna Cesaro provide him with an outline of existing election process and procedure.

ii. Paramount Response To Maintenance Charge – After a brief discussion, the Board agreed to defer further action until Woolbright closes on the Town Center property, anticipated within the next week or two.

10. Progress Toward Securing Property Management - Report of Candidate Interview Committee – Mr. Lippman introduced Beth Kelso, who had been invited to attend the meeting. He reported that she had been selected by the committee from a group of highly qualified candidates for the position. Following her presentation and questioning by the directors, Ms. Kelso was excused. After extensive deliberation, the Board decided to submit Ms. Kelso to the personality-screening test used by the Rendina Companies. With the results in hand, a vote as to her acceptability would then be taken via email. *(Note: The results of the test were favorable and the Board subsequently voted unanimously to approve her appointment by Bristol Management, Inc. to the position of Property Manager.)*

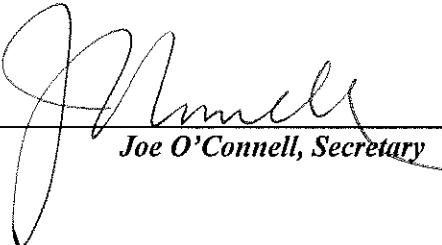
11. New Business - No new business was discussed.

12. Future Meetings – Dates, Times & Locations –

- 1) Board Meeting: Tues., Sept. 11th, beginning at 11:30, at Abacoa Development (lunch will be served)
- 2) Board Meeting: Friday, Oct. 12th, beginning at 10:00am, at Abacoa Development (refreshments only)
- 3) APOA Annual Board Meeting, Wed. Oct. 17th, beginning at 6:30pm, location to be determined

Adjournment – There being no further business at hand, a motion to adjourn the meeting was made, seconded and unanimously approved.

Approved and accepted this 11 day of Sept, 2007

By: 
Joe O'Connell, Secretary

Leinbach vs. Woolbright Proposal
First Four Years
As of August 6, 2007

Cost Factor	Leinbach Buidling	Woolbright Storefront
Gross Space – square feet	1363	1210
Net Space – square feet	1253	1210
Cost per foot - year 1	16.00	18.00
CAM	<u>9.00</u>	<u>18.39</u>
Total:	25.00	36.39
Cost per foot - year 2	16.00	18.54
CAM	<u>9.00</u>	<u>18.39</u>
Total:	25.00	36.93
Cost per foot - year 3	16.00	19.10
CAM	<u>9.00</u>	<u>18.39</u>
Total:	25.00	37.49
Cost per foot - year 4	16.00	19.67
CAM	<u>9.00</u>	<u>18.39</u>
Total:	25.00	38.06
Net lease cost - year 1	34,075.00	44,031.90
Net lease cost - year 1	34,075.00	44,685.30
Net lease cost - year 1	34,075.00	45,362.90
Net lease cost - year 1	34,075.00	46,052.60
Total:	\$136,300.00	\$180,132.70
Less improvement allowance	-\$62,650.00	\$0.00
	\$73,650.00	\$180,132.70

ABACOA POA TASK ACTION MATRIX 2007

DATE ASSIGNED	ACTION ITEM	TARGET COMPLETION	STATUS	ASSIGNED TO
08/01/07	APOA Maintenance Meeting	08/01/07	9:30 am Drive Thru Treasure coast and Total attended	
08/07/07	APOA Board Meeting	08/07/07	11:30 am @ APOA Dev Office	
Weekly	Maintenance Drive Thru	Weekly	Always drive daily but do a thorough drive thru on Wednesday's w/Treasure Coast and Total Maintenance unless recently met then it is not needed.	
07/09/07	POC 1A Clock Replacement	08/08/07	NPBID approved installation - Chad arrived this past Friday installed this week	
1/16/07 & 7/9/2007	Greenway/Indian Creek Irrigation re-installed	07/11/07	Ken Roundtree sent proposal to Tim Helms for reply - Tim has been in touch with Treasure Coast and this will be completed once all the heavy truck traffic is done across the roadway.	Tony L called running behind because of rain and Town of Jupiter water project
07/05/07	CAI Application -- Sent email to APOA Board	07/11/07	Waiting to hear back how many board members should be included - BOARD DECIDED NOT TO DO	Completed
05/30/07	Car accident damage @ Central Blvd medium - landscape light clock and Illex Shillings replaced.	07/10/07	Amanda Ferguai @ Nationwide Insurance - requested additional backup for the parts from Proton Elec. Emailed 7/9/07	Proton Electric agreed to less amount.....\$2,000 credit due Abacoa POA
04/13/07	Independence School - Water line break - reimbursement for potable water line break	07/13/07	Break - reimbursement for Water Usage - \$2,528.34 - Susan Gudhart, acct School District 688-7511 -- Ck s/be mailed by 7/13/07 - CHECK REC'D	Completed
05/18/07	New Urban - Clean up Dakota	07/11/07	Debris and weeds in front of construction fencing to be removed. - Gabby said this should be done shortly.	Gaby said they have new proposal but still have not done the work
07/14/07	Greenway N of Dakota - Car Accident		Requested proposal from Total Maintenance for replacement oak. Sam Payson is getting the accident report for the claim on the fence damage cost.	Spoked to adjuster. Faxed cost of tree to adjuster. Spoke to Sam P Northern on fence proposal.
07/18/07	Email Kristen Murtaugh FAU		For replacement of dead pine trees behind Donald Ross Road entry feature on W side. This is FAU's responsibility not POA.	Called still no approval

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Abacoa Property Owners Assembly

Treasurer's Report - @June 30, 2007

Our financial condition remains in excellent condition, with adequate Working Capital.

While there is a surplus of \$405 K thru June, that includes about \$300K of prepaid HOA Assessments for the 3rd Quarter, bringing the actual surplus for the year to about \$105K. Most of that (\$105K) is attributable to accounts established for expenses related to establishing a POA office separate from the ADC offices. Those expenses will all be incurred in the last half of the year. For space "buildout", equipment purchases, and startup costs.

The 2008 budget process will begin in early September, with a target date of the November Board meeting for FC submission to the Board.

Harvey Silverman



Property Owner's Assembly, Inc.

TO: Abacoa Board of Directors
FROM: Diane Phillips, LCAM, CPM
DATE: June 12, 2007
Re: **July's Manager's Report**

Golf Course

They have been notified that they need to mow, edge and weed landscape beds on a regular basis when they do the weekly work on the golf course. In addition, they still need to replace the landscape in numerous places along Barbados.

Water Usage Reimbursement

The Palm Beach County School cut Check 141654 on July 10th for \$2,528.34.

Car Accident – Central medium at Donald Ross Road – 5/18/07

Nationwide had requested additional information from Proton on the cost of the parts that were required to repair the time clock. We are waiting for their representative to advise when the reimbursement will be sent. We are looking for a total of \$4,934.50.

APOA Oak Tree Pruning & Dead Pine Tree Removal -- Complete

Dakota Debris Removal – New Urban

We are waiting for New Urban to remove all the debris that is piled on their lot and to cut down the weeds in front of their construction barrier.

Indian Creek Parkway / Greenway Irrigation Repair

Tim Helms of NPBIID will be contacting Treasure Coast to repair the irrigation once the truck traffic is finished going across this area where the irrigation will be repaired.

MC-40 Controller Stainless Steel Pedestal Replaced Due to Lightning Damage

This has been ordered and will be paid for by NPBIID. It should be in by the first week of August.

Town Center Task Force Meeting

Friday, June 28, 2007 - 10:00am

Location: JJ Muggs, Town Center

In attendance:

<u>Name</u>	<u>Company</u>	<u>E-mail Address</u>
Matthew Brickman	Town Center Resident	mabrickman@bellsouth.net
Janet Metz	Shelley R.E. Mgmt.	jmetz@abacoatc.com
Patricia Russell	Shelley R.E. Mgmt.	prussell@abacoatc.com
Nader Salour	Abacoa Dev. Co.	salour@abacoa.com
Donna Cesaro	Abacoa Dev. Co.	donna@abacoa.com
Wendy Harrison	Town of Jupiter Council	wendyh@jupiter.fl.us
Peter Lippman	APOA President	pearlind@abacoa.com
David Leacock	Town Center Resident	leacocklaw@gmail.com
Debbie Schiesser	Town Center Resident	schiesserdeb@aol.com
Joe O'Connell	APOA Director	jnocon@bellsouth.net
Diane Phillips	Bristol Mgmt.	dianep@bristolmanagement.com
Steve Inglis	Bristol Mgmt.	steve@bristolmanagement.com
Ed Lienbach	Innova Bldg. (Owner)	ed.l@leinbach.com
Ray Gross	Ins. Office of America	ray.gross@ioausa.com
Dennis Witkowski	JJ Muggs (Owner)	stadiumg@bellsouth.net
Steve Jacobs	Lehman Brothers	(by phone)

Wendy Harrison opened the meeting by introducing herself – she is a resident of Abacoa, and a member of the Jupiter Town Council. Ms. Harrison explained that this committee had been formed to address aesthetic and operational issues in the Town Center. This is the second meeting of the task force, with future meetings to be held quarterly.

1. Minutes of March 30 Meeting: Ms. Harrison asked if anyone had any comments to the minutes prepared for the first meeting, held March 30, 2007. Minutes of that meeting were distributed to prior attendees and can be provided to anyone who addresses an e-mailed request to the APOA.

2. Pending Development Update:

Potential Sale of Town Center – Retail

- Ms. Harrison reported that there is a possibility that the retail component is in the process of being sold by Lehman Brothers to the Woolbright Company. Steve Jacobs, the representative of the current owner, was asked to speak to that pending sale. Mr. Jacobs reported that while Lehman does have a signed contract with Woolbright it is not a completed deal. He estimated that the transaction might be complete in about 48 hours, followed by a closing in approximately 45 days (August). Lehman will continue to operate and maintain the property until the sale is closed.
- Ms. Harrison asked about the planned changes to Main Street. Mr. Jacobs explained that this improvement now becomes the obligation of the buyer, who must complete within a specific time. The angled parking will need to be constructed first. If the deal does not go through, Mr. Jacobs said Lehman would ramp back up to get it done. It is anticipated that, in either case, the improvement will be completed prior to the next season.
- Mr. Salour asked Mr. Jacobs if the new owners would take his position as part of the Board of the HOA. Mr. Jacobs responded that they would.

Information/Orientation Center:

- Ms. Harrison revisited the subject of a location in central Abacoa that would be available to educate potential businesses and residents as to what Abacoa is all about, the purpose of new urbanism, etc.
- Discussions have ensued regarding a moveable exhibit, which could take advantage of vacant spaces in the Town Center. The APC is working on that.
- Mr. Jacobs suggested that George deGuardiola might have in his office the Abacoa model that could be used for promotional purposes.
- Ms. Harrison mentioned that the main challenge is staffing this venue. There is no funding available for it. Ms. Cesaro suggested that perhaps a volunteer base of residents could be set up. She also asked about considerations of signage, directing people to the Information Center.
- Mr. Lippman suggested that when the APOA establishes offices in the Town Center, then that body could be a vehicle for directing people to the Information Center.
- Mr. Lippman asked that Mr. Jacobs check on the status of the APOA office space accord that he had reached with David Carrillo of the Rendina Companies. Mr. Jacobs reported that he is awaiting the proposed purchaser's approval, but promised to follow-up with their attorney and to get back to Mr. Lippman.

3. Town Center Maintenance Issues:

- Ms. Harrison acknowledged that the newly installed APOA Board has been very active in enforcing the maintenance of the theater building.
- Mr. Lippman shared the contents of the last letter, dated June 20th, to Mike Noto, the President of the TC Master Property Owners Association. The APOA has now informed that group that the previously-cited deficiencies must be corrected within 30 days of the date of the letter, or the APOA will undertake the necessary work, billing the TC Master Association for same.
- Mr. Jacobs commented that they have recently terminated the employment of their previous property manager. Jennifer Ragatz has assumed the responsibility. They have created a retail monthly meeting as a prelude to the monthly HOA meetings, allowing the homeowners and retailers to meet together and voice their concerns. He reported that the opinion of the homeowners at the last meeting was that things have improved subsequent to the employment change, although there is still work to be done.
- Mr. Lippman asked Mr. Jacobs who Mike Noto reports to. Mr. Jacobs responded that he does not report to anyone, he shares office space with The Rendina Company. Mr. Salour added that whoever purchased Paramount is the entity to which Mr. Noto reports.
- Ms. Harrison reported that Jumby Bay had been cited for outdoor service of alcohol. A substantial fine had been levied and paid. The Town is rigidly enforcing the attendant regulation.
- Ms. Harrison reported that the town is considering passage of an open container ordinance. Since such a law might be of concern to certain TC businesses, all were invited to submit related comments before it is drafted. Ms. Harrison noted that provision for entertainment districts would be included in the ordinance.
- Ms. Harrison also informed the group that Town tries its best to time their public events so as to not compete with those at Abacoa – such as the Green Market.

4. Town Center Noise Update:

- Jumby Bay is reported to have been improving the problem areas previously brought to its attention. Ms. Harrison asked for any related comments or reports.
- Mr. Brickman commented that TC is a very fragmented organization, with confusion as to who is responsible for what, and as a result many issues slip through the cracks. He blames this deficiency as making it more difficult to maintain an acceptable level of civil behavior and to create the kind of element and tone we want throughout Town Center.
- Ms. Scheisser commented that the last time the group met, we were not really sure what the requirements were in terms of police noise enforcement.
- Ms. Harrison commented that the police department does possess noise meters and that officers are trained to use them, but that a person yelling in the street does not fall under the noise ordinance(s) they are empowered to enforce.
- Mr. Salour suggested that since the singers and yellers of the early morning hours appear to be patrons leaving the Jumby Bay establishment at closing, could we not ensure that police are staged here at closing time to assist with their peaceful departure? Ms. Harrison agreed and made a note to discuss the matter with the Police Chief. This type of police presence would only be needed 3 times a week (Wed., Fri. & Sat), and would be easier to accommodate than police monitoring of the parking.
- Ms. Metz offered that Jumby Bay does hire police from 8 to midnight on those nights, but it was agreed that their hours should be adjusted to cover closing.
- Mr. Brickman noted that since the last meeting, he has noticed a significant drop in crowd noise, but a significant increase in skateboarders. He has called the Jupiter PD several times. He claims that police drove by, did not stop, and did nothing about the problem. Mr. Brickman finds that it is worst between 4:30 – 7:00 pm each day.
- Mr. Lippman reported that skateboarders have been a long-standing problem throughout Abacoa, including vandalism to vacant homes. No one is quite sure what to do about it. His understanding is that it is very difficult to prosecute related cases. This may be why police don't usually take any action without a signed citizen complaint, which action most residents are hesitant to take. Some attempts to track the kids down have been made. Some parents are cooperative, some are not. There is TC signage prohibiting skateboarders. The property management has tried to enforce the rule, but can't be everywhere all the time. There is no known related Town, County or State law. Ms. Harrison suggested that Mr. Brickman be the neighborhood watch and contact the management company when skateboarders are present.

5. Town Center Parking Update:

- There has been some enforcement by the police dept. of parking limits on Town Center Drive. Ms. Harrison's understanding is that the Town does not do timed parking enforcement anywhere as part of its regular operations – they just don't have the staff. However, when civilian aides are available, time limits will be enforced.
- Mr. Lippman reported that some enforcement and ticketing of vehicles has been initiated on Main Street. As a result, there seems to be more parking available lately for patrons of the several retail establishments there.
- Mr. Salour mentioned that it does not appear that the 4 to 6 am parking ban in garage behind the Innova office building is being enforced. Ms. Harrison responded that it is her understanding that this is a specific police responsibility. She will follow up with the Jupiter Police Department.
- Steve Inglis noted that Antigua is experiencing parking deficiencies as a result of the public, attempting to avoid paying \$7 to park in the stadium grassed area, using on-street parking in adjacent Antigua. Unfortunately, until that grass area is built upon, Mr. Salour

reports that the stadium has an agreement with the Town Center allowing them to charge for parking.

- Ms. Harrison informed the group that the Town Council has developed goals each year, and one of the goals for next year is to contribute to Town Center's viability. The Town is looking to this group, among others, for reports and suggestions on how to proceed. She observed that Council is alert to Town Center needs.
- Ms. Harrison informed the group that with respect to the theater, the Town Council agreed that there is only one use approved for that building. If any proposed alternative is not acceptable to the residents and businesses in the area or judged inconsistent with the vision of the Town Center, she suggested that opponents be prepared to speak their minds to the Council.

6. Other Matters:

Mr. Lippman reviewed some of the outstanding action items noted from the last meeting;

- FAU has no plans for additional signage relating to Scripps or any other aspect of the campus, at the moment, but obviously, that's going to change. There are new roads being built, etc. Mr. Lippman mentioned that he understands from Mr. Salour that the widening of Donald Ross Road is going to begin the end of this year and that will certainly mandate additional signage. He suggests that the group make recommendations to the Town with regard to additional signage before the road improvements are put in place.
- Mr. Lippman asked about the discouragement of power washing and the operation of landscape machinery in the Town Center prior to 8 am each morning. This responsibility will now transfer to Town Center management, in the wake of Ms. Fine's departure.
- Mr. Lippman asked about the feasibility of one-way traffic on Town Center Drive. Ms. Harrison said it is feasible; someone needs to apply for it.
- Mr. Lippman reported that he had tried again to arrange a meeting with the postmaster regarding an outgoing mailbox in Town Center. However, the postmaster has been transferred. He will continue to follow up with the new postmaster when he or she is appointed.
- Mr. Lippman mentioned that Mr. Carrillo was to obtain a Town Center organizational responsibility chart from Mr. Noto. The group looks forward to receiving it.
- Mr. Lippman noted that Ms. Fine was to speak with Mr. Jacobs regarding the prospect of one-way traffic direction in the garages, but apparently did not accomplish that objective prior to her departure.

Ms. Harrison noted that the next meeting would be held in October or November, with an exact date to be announced. In the interim, any significant related events or situations could warrant an earlier date.

Ms. Harrison thanked everyone for their participation and reminded the group that correspondence directed to the Town via e-mail is encouraged, but does become public record.

There being no further business to discuss, the meeting was adjourned.

MANAGEMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between BRISTOL MANAGEMENT SERVICES, INC., a Florida Corporation, whose mailing address is 1930 Commerce Lane, Suite #1, Jupiter, Florida 33458, its successors and assigns ("Management") and ABACOA PROPERTY OWNERS ASSEMBLY, INC., a Florida Corporation not-for-profit ("Association").

Deleted: _____
ASSOCIATION INC., _____

WHEREAS, the Association is the legal entity responsible for the operation of certain property which is subject to a recorded Declaration (the "Declaration") and other Documents governing the Association (collectively the "Governing Documents"); and

WHEREAS, the Board of Directors of the Association has control of all common area and amenities, and has other responsibilities pursuant to the Governing Documents, and Management is to assist the Board of Directors; and

WHEREAS, the Association desires to enter into a Management Agreement with Management whereby Management will assume the duties associated with the management, operation and maintenance services of the Association; and

WHEREAS, Management is willing to perform such management, operation and maintenance services in accordance with the terms and conditions contained in the Scope of Services attached hereto and incorporated herein as Exhibit "A".

NOW, THEREFORE, for and in consideration for the parties mutual promises and other good and valuable consideration, the parties agree as follows:

I. DEFINITIONS

Unless the context otherwise requires, the terms used in this Agreement shall have the same meaning as in the Governing Documents.

II. EXCLUSIVE MANAGER

The Association hereby retains Management as the exclusive manager of the Association as an independent contractor. Management accepts such employment, in accordance with the terms and conditions contained herein.

Management will employ sufficient employees of its own to perform the services required of it pursuant to this Agreement, and acknowledges that no Management employee shall be considered an employee of the Association for any purpose. Management warrants it will carry Workman's Compensation for its employees, and that it will abide by all applicable state, federal and local laws, and the rules and regulations of the Association.

The property manager assigned to the Association will dedicate one hundred percent (100%) of his or her working time to the business and interests of the

Association, and he or she will be exempt from any and all responsibilities of and for Management that do not relate directly to the interests of the Association.

III. ROLES OF MANAGEMENT

Management acknowledges and fully accepts its responsibility to provide administrative, maintenance and operations services for the Association as are required by, and pursuant to the direction of, the Association's Board of Directors (the "Board") and in accordance with the Governing Documents. Management agrees to provide a staff of competent and reliable personnel for the performance of the Scope of Services set forth in Exhibit A. Notwithstanding the authority given to Management in the Scope of Services, it is understood and agreed that Management shall, at all times, act under the direction of the Board.

IV. SCOPE OF SERVICES

It is agreed between the parties that this Agreement and the fees to be paid hereunder are for such administrative, management, maintenance, and operations services as described in the Scope of Services.

Management may, at its option, bid on any service contracts or agreements to be entered into by the Association, provided it is qualified to perform a service contract that has been bid by the Board. In such cases, the Board has the complete and sole discretion to select an appropriate vendor.

Management shall not be required to provide legal, tax accounting, or investment advice to the Association, and Management shall not be obligated to implement any decision which (i) is contrary to industry standards, applicable law or the Governing Documents, (ii) would involve transactions or services regarding which Management has no expertise, knowledge, or licenses, or (iii) would involve transactions or services which are not expressed in this Agreement.

V. DURATION

This Agreement shall commence on _____, 2007, and shall continue for a period of one year. If neither party has given the other 30 days written notice of its desire to terminate this agreement at the end of any given year, then the term shall be automatically renewed for an additional one year term and such renewals shall continue on a year-to-year basis unless terminated as hereinafter provided.

VI. TERMINATION

Notwithstanding the provisions of Article V hereof, this agreement may be terminated at any time as provided for in the Governing Documents and Florida Law, or upon 30 days written notice given by either party to the other with or without cause. Upon termination all obligations hereunder shall cease except

liabilities or claims which accrued or arose prior to such termination.

After receipt of a Notice of Termination and except as otherwise directed by the Board of Directors:

(a) Management shall not be entitled to any compensation or reimbursement for costs for its labor relating to the production or delivery of Association records in its possession. Management will not charge the Association for any reproducing costs for records that they intend to keep for their own files.

(b) A date and time shall be set for the meeting to take place in the Management's principal office on or before the last day of the term of this Agreement for the purpose of delivering to the Association all requested records, all funds and deposit accounts. In the event Association terminates Management, Management hereby agrees to make every good faith effort to ensure a smooth and orderly transition for the Association's successor.

Upon termination, as to all Association records that have been turned over by Management to the Association, (i) the Association understands that Management does not keep duplicate copies of said records, (ii) the Association agrees to maintain said records as required by law, (iii) in the event any of said records are thereafter lost, damaged or destroyed, the Association waives any and all claims against Management as to which the lost, damaged or destroyed documents are relevant.

VII. BANKRUPTCY/SALE OF MANAGEMENT

All of the following shall be cause for immediate termination of this Agreement by the Association: (a) if Management shall be adjudicated bankrupt or insolvent; (b) if a receiver or trustee shall be appointed to supervise Management; (c) in the event of a corporate reorganization of Management pursuant to Chapter Eleven of the Federal Bankruptcy Code, or (d) if Management shall make an assignment for the benefit of creditors. Additionally, in the event of the occurrence of any of the above items (a) through (d), or in the event any portion of Management is sold or otherwise transferred to any party other than Steve Inglis and/or Nadine Inglis, Association shall thereupon have the right to retain the services of the property manager then assigned to the Association, without any obligation to Management regarding same, and any non-compete or similar agreement related to said property manager shall thereupon be deemed null and void in all respects.

VIII. ASSIGNMENT

Management may assign its right, title and interest herein to another management firm operating and existing under the laws of the State of Florida, only with the Board's prior approval. However, the assignment shall not be valid unless and until the assignee thereunder expressly assumes and agrees, in writing, to perform each and every covenant and term of this Agreement that is the obligation of Management, or until such time as another agreement is reached with the assignee.

An executed duplicate of any intended assignment shall be delivered to the Association by certified mail or its equivalent not less than thirty (30) days prior to the intended effective date of the assignment. Management may also subcontract all or any portion of its duties and power under this Agreement to any other person or entity upon the approval of the Association. The Board shall have the right to reject any such subcontract and to terminate this agreement.

IX. INDEMNIFICATION/INSURANCE

Association agrees to indemnify, defend, and hold Management harmless from and against any and all claims, costs, actions, damages, liabilities, and expenses, including, but not limited to, attorneys fees and court costs (outside of litigation, in litigation, and for any appeals), arising out of the management or operation of the Association, and from damages for injuries or death to persons or property resulting from any cause whatsoever in, on or about the Association property or relating to Association matters, and, at Association's cost and expense, to defend actions or proceedings against Management arising therefrom.

Notwithstanding the foregoing, Association shall not be required to indemnify Management against claims or damages suffered as a result of the sole negligence, gross negligence or willful misconduct by Management, or any violation by Management of any applicable statute, ordinance, law or governmental rule or regulation, or for any acts on the part of Management that are outside of the authority granted Management pursuant to this Agreement, or for any breach by Management of its obligations under this Agreement. Management agrees to indemnify and hold Association harmless from and against any and all claims, costs, actions, damages, liabilities, and expenses of any such claims, including, but not limited to, Association's attorney's fees and court costs (outside of litigation, in litigation, and for any appeals) at no additional cost to the Association.

The above obligations of each party pursuant to this Section IX shall survive the termination of this Agreement.

Furthermore, the Association shall carry, at its expense, all necessary liability insurance adequate to protect the interests of the Association and the Board of Directors. Management will provide proof of liability and worker's compensation coverage to the Association.

X. FEE

In consideration for the performance of the duties hereunder, Management shall be entitled to receive and Association shall pay Management a management fee equal to \$ _____ per month. This fee shall be due and payable in advance on the first day of each month during the term of this agreement. By agreement

between Management and the Board the fee payable to Management may be amended to the amount reflected each year in the operating budget as adopted and approved for the ensuing year.

XI. PERIODIC ROUTINE SERVICES

In addition to the Fee as set forth in Article X, above, Management shall be entitled during the term of this Agreement to compensation for periodic routine services paid on a per item basis, to be negotiated prior to performance. Examples of periodic routine services include:

(1) Copying (Color)	\$.50/copy
(2) Copying Charges (Black & white)	\$.15/copy
(3) Newsletter (if Management writes)	\$50.00
(4) Postage	At cost
(5) Stationery/Envelopes	At cost
(6) Approvals of Resales/Leases	\$25.00 each
(7) Admin Fee For Certified Letters (charged to the owner)	\$ 3.00 each
(8) Admin Fee for Delinquent Demand Letter (charged to the owner)	\$13.00
(9) Admin Fee For Delinquent Owners (charged to the delinquent owner if sent to the attorney)	\$25.00 each
(10) Computer Generated Checks	\$.15/check
(11) Quarterly Billing / Envelopes	\$.25/statement \$2.50 each/coupons
(12) Estoppel Fees to be paid by Seller	\$75.00 plus
(13) Annual Set Up Fee (New folders, binders, etc)	\$30.00
(14) Storage of Association Records	\$120/annually
(15) Special Assessment Mailings	\$25.00
(16) Special Assessment Accounting Fee	\$30.00

XII. NON-ROUTINE SERVICES

Management shall maintain availability for services related to certain non-routine activities for which a need may arise from time to time. Billable non-routine services may include the following:

- (1) Assistance in the preparation of legal actions initiated by the Association, upon the Association's consent and after consulting with the Association's attorney.
- (2) Non-routine services additionally include attendance (by an officer or supervisory person of Management, who is in authority and fully informed concerning matters involving the Association) at more than thirteen (13) meetings of the Board each year, including the Budget Meeting and the Annual Members Meeting.
- (3) Non-routine services additionally include working with Insurance Adjusters and Contractors in regards to Hurricane Restoration, Cleanup

or other large projects undertaken by the Association.

MANAGEMENT'S LIST OF NON-ROUTINE COSTS ARE AS FOLLOWS:

Steve Inglis	\$100.00/hour
Property Managers	75.00/hour
I.T. Specialist	50.00/hour
Accounting	50.00/hour
Clerical	30.00/hour

XIII. SECURITY

Management shall not in any way be considered an insurer or guarantor of security within the property. Neither shall Management be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. The Board of Directors on behalf of the Association, all owners and occupants of any dwelling, tenants, guests and invitees of any owner, as applicable, acknowledge that Management does not represent or warrant that any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices, or other security systems (if any are present) will prevent loss by fire, smoke, burglary, theft, hold-up or otherwise, nor that fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices or other security systems will in all cases provide the detection or protection for which the system is designed or intended. The Board of Directors on behalf of the Association, each owner and occupant of any dwelling and each tenant, guests and invitee of any owner, as applicable, acknowledges and understands that Management is not an insurer and that each owner and occupant of any unit and each tenant, guest and invitee of any owner assumes all risks for loss or damage to persons, to units and to the contents of units.

XIV. TRADE SECRET AND PROPRIETARY INFORMATION

During the course of this Agreement, Association will be privy to trade secrets of Management, including, but not limited to, information, inventions, and processes, all of a confidential nature, that are Management's property and are used in the course of Management's business. In particular, Association may have access to, and be dealing with, trade secrets such as confidential customer lists, procedures for servicing Management's Associations, and documentation relating to the servicing of Management's Associations.

Association promises to hold in the strictest confidence and not divulge to others, nor to use to the detriment of Management, anytime during this Agreement or thereafter, any trade secret or confidential information obtained during the course of this Agreement.

Upon termination of this Agreement, Association shall immediately return to Management any and all documents containing any of Management's trade secrets and/or confidential information.

XV. NON-SOLICITATION/NON-EMPLOYMENT

During the term of this Agreement and for a period of eighteen (18) months after its termination, Association agrees not to employ, contract with, hire or otherwise engage any of Management's employees, whether directly or indirectly. Association hereby acknowledges and confirms that Management's employees have agreed to be bound and are bound by a covenant not to compete with Management.

Association agrees that Management shall be entitled, as a matter of right, to preliminary and permanent injunctive and/or other equitable relief to prevent or enjoin any breach or violation of this Section XV, without the need for Management to prove any immediate or other harm, damages, or lack of adequate remedies at law. However, resorting to such equitable relief shall not be deemed or construed to be a waiver of any other rights or remedies which Management may have, or to which Management may be entitled, in respect of such breach or violation.

IN WITNESS WHEREOF, Association and Management have caused this Agreement to be executed in their respective corporate names on the names on the _____ day of _____, 200__.

ASSEMBLY, INC. ABACO PROPERTY OWNERS

Witness

By: _____
Peter Lippman, President

Deleted: _____ ASS
OCIATON INC.

BRISTOL MANAGEMENT SERVICES, INC.

Witness

By: _____
Steve Inglis, President

Deleted: _____

CAI Community Association Leader and Homeowner Application

Joining CAI is easy. Simply follow the steps below.

STEP 1: Membership Contact Information (where membership materials will be sent)

DATE _____

NAME OF ASSOCIATION _____
OR MR. O MRS. O MS.

FIRST NAME _____ LAST NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

HOME PHONE _____ WORK PHONE _____

FAX _____ EMAIL _____

BILLING ADDRESS (if different from above) _____

CITY/STATE/ZIP _____

Did someone recommend that you join CAI? Please give name and company.

Privacy Options:

- I do not wish my name and/or address information to be provided to any outside organizations for promotional purposes.
- I do not wish to receive any special offers or promotions from CAI via fax.
- I do not wish to receive any special offers or promotions from CAI via email.

STEP 2: Sign Up Additional Members of Your Board

Sign up each of your board members and enjoy a discount. If you have a board larger than four, please use additional copies of this form or call our customer care representatives at (888) 224-4321.

OR MR. O MRS. O MS.

FIRST NAME _____ LAST NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

HOME PHONE _____ WORK PHONE _____

FAX _____ EMAIL _____

Privacy Options:

- I do not wish my name and/or address information to be provided to any outside organizations for promotional purposes.
- I do not wish to receive any special offers or promotions from CAI via fax.
- I do not wish to receive any special offers or promotions from CAI via email.

OR MR. O MRS. O MS.

FIRST NAME _____ LAST NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

HOME PHONE _____ WORK PHONE _____

FAX _____ EMAIL _____

Privacy Options:

- I do not wish my name and/or address information to be provided to any outside organizations for promotional purposes.
- I do not wish to receive any special offers or promotions from CAI via fax.
- I do not wish to receive any special offers or promotions from CAI via email.

OR MR. O MRS. O MS.

FIRST NAME _____ LAST NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

HOME PHONE _____ WORK PHONE _____

FAX _____ EMAIL _____

Privacy Options:

- I do not wish my name and/or address information to be provided to any outside organizations for promotional purposes.
- I do not wish to receive any special offers or promotions from CAI via fax.
- I do not wish to receive any special offers or promotions from CAI via email.

STEP 3: Calculate Your Member Dues

Individual Board Member, Homeowner, or Public Official:

Membership Fee	\$90
Advocacy Support Fee	\$15
Total Membership Dues	\$105

Board membership—enjoy CAI's group discount program—the more board members you sign up, the more you save! Select the dues amount below based on the number of members you are signing up. (Total dues amount includes Advocacy Support Fee—Every dollar of the mandatory \$15 Advocacy Support fee goes directly to states with Legislative Action Committees and supports the efforts of CAI to represent and protect our members on state legislative and regulatory efforts.) Membership dues are non-refundable.

2 Member Board	\$180	5 Member Board	\$365
3 Member Board	\$255	6 Member Board	\$415
4 Member Board	\$315	7 Member Board	\$465

STEP 4: Membership Payment

We recommend a \$10 donation per board to support CAI's Foundation for Community Association Research. (The Foundation for Community Association Research operates on behalf of the industry and conducts surveys and research, provides national programming, and produces a variety of publications including the series of Best Practice reports. Donations to the Foundation are tax-deductible.) Membership dues are non-refundable.

Total Member Dues (including Advocacy Support Fee) _____
 Foundation Donation (optional) _____

TOTAL PAYMENT: \$ _____

Check enclosed (made payable to CAI)

Visa MasterCard American Express

NAME ON CARD _____

CARD NO. _____

EXP DATE _____ SIGNATURE _____

MAIL: CAI, P.O. Box 34793, Alexandria, VA 22334-0793

FAX: (240) 524-2424 (credit cards only)

PHONE: (888) 224-4321 (credit cards only)

ONLINE: www.caionline.org/join (credit cards only)

STEP 5: Choose Your Chapter

Membership in a local chapter is included in your membership. For a complete chapter list visit www.caionline.org/about/aboutchap. If you don't choose a chapter one will be assigned for you based on your zip code.

Chapter Choice _____

IMPORTANT TAX INFORMATION: Under the provisions of section 1070(a) of the Revenue Act passed by Congress in 12/87, please note the following. Contributions or gifts to CAI are not tax-deductible as charitable contributions for federal income tax purposes. However, they may be deductible as ordinary and necessary business expenses subject to restrictions imposed as a result of association lobbying activities. CAI estimates that the non-deductible portion of your dues is 17%. For specific guidelines concerning your particular tax situation, consult a tax professional. CAI's Federal ID number is 23-7392984. \$39 of annual membership dues is for your non-refundable subscription to *Common Ground*.

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