

Dear Westbriar Plaza Condominium President,

Advantage Community Management Corp. has made us aware of the terms and conditions of your Management Contract with them signed on October 19, 2011. Burke Community Management Group is willing to accept and take over this contract in its original form as written and abide by the terms and conditions set forth therein.

As of March 1, 2014, your NEW management company will be Burke Community Management Group. There will be no transition period required since we will continue to operate on the same software system and procedures that now exist.

We look forward to working with you and serving your Association needs.

I hereby Acknowledge and Accept:

Deborah Anne Howard, VP 3-1-14

for Ina Nenninger, President Date
Westbriar Plaza Condominium

Cystal Terrant 2/27/2014

Crystal Terrant, President Date

Burke Community Management Group

10494 Business Center Court

Manassas, VA 20110

703-361-9014



Terri Deal Jenkins
March 1, 2014



ADVANTAGE COMMUNITY MANAGEMENT CORP.

11350 Random Hills Rd #800, Fairfax, VA 22030

Website: www.acmcorp.org Email: Office@acmcorp.org

Office: 703-279-6556 Fax: 570-227-6654

MANAGEMENT AGREEMENT

THIS AGREEMENT, made and entered into as of October 13, 2011, by and between Westbriar Plaza Condominium organized and existing under the laws of the Commonwealth of Virginia, hereinafter called "Association" and Advantage Community Management Corp., a Virginia "S" Corporation, organized and authorized to do business within the Commonwealth of Virginia hereinafter called "Management Agent" both of whom understand as follows:

WHEREAS, the Association is the entity responsible for the operation of Westbriar Plaza Condominium hereinafter called "Property" and is organized and established in accordance with applicable laws governing condominium associations located in the Commonwealth of Virginia and the jurisdiction and located in Fairfax County Virginia; and whose members consist of the owners of dwelling units and appurtenant properties; and

WHEREAS, the Association exists for the purpose of maintaining and operating the property and equities of the owners of the dwelling units and appurtenant properties and generally promoting the health, safety, welfare and betterment of its members; and

WHEREAS, the Association has determined that it requires the assistance of a Management Agent to perform financial and property management services including, but not limited to, assessment collection, budget preparation, bookkeeping and financial reporting, service agreements and management support; and

WHEREAS, the Management Agent engages in the business of performing said services required by the Association; and

WHEREAS, the Association wishes to engage the Management Agent and the Management Agent wishes to accept such engagement; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION I CERTIFICATION AND LICENSE OF MANAGEMENT AGENT

Management Agent warrants that it has or will obtain and maintain any necessary certification and license required or that may be required in future of condominium association managing agents under the Condominium Act of the Common Interest Community Board as they may be promulgated from time to time.

SECTION 2
COLLECTION SERVICES

The Management Agent will, to the satisfaction of and in a manner acceptable to the Association:

1. Collection of assessments shall be made primarily at a lockbox designated by the Management Agent.
2. The Management Agent will make available to the Unit Owners other assessment payment options such as: Direct Debit, Online Bill Pay and Credit Card. The Unit Owners will pay all charges associated with these services.
3. Maintain individual accounts for each dwelling unit forming part of the Association. Each new account will be charged a set up fee of \$50.00 to the new owner, or such other amount as may be authorized by law or applicable state regulations.
4. Following Board of Directors, hereinafter the "Board", adopted procedure, policies and the law, process delinquent accounts, including the sending of reminder notices, delinquency notices, and certified letters of delinquency at the expense of the delinquent unit owner.
5. Following Board-adopted procedures, policies and the law, process any violations, assessments or charges, administrative assessments, interest, late fees, or any other charges to be applied to any individual account.

To accomplish items 4 and 5 above, the Association hereby authorizes the Management Agent to request, demand, collect and receive on behalf of the Association any and all assessments authorized by the Association's Governing Documents and charges authorized by the Association's Governing Documents and/or applicable statute which may at any time be or become due to the Association and, only if, and as directed by the Board, at the cost of the delinquent unit owner or the Association, to take such action in the name of the Association by way of legal process or otherwise as may be required for the collection of delinquent assessments and charges.

It is understood by the parties hereto that the collection procedures to be followed under the requirements of numbers 4 and 5 above are those in effect as of the date of this Agreement, subject to any applicable changes in the law and any proposed changes in such procedures that materially affect the Management Agent's operations shall require prior approval of the Management Agent and, if determined necessary by the parties hereto, agreement of this.

SECTION 3
FINANCIAL MANAGEMENT SERVICES

The Management Agent will, to the satisfaction of and in a manner acceptable to the Association:

1. Maintain an accrual-basis accounting system based on standard accounting principles to enable a Certified Public Accountant to prepare an annual financial report based upon an examination of the Association's books and records; cause an audited financial report, including an audited balance sheet and an audited statement showing budgeted and actual receipts and disbursements of the Association, to be prepared each year during the term hereof. The Association shall be responsible for the cost of all such financial and audit reports prepared by the Certified Public Accountant. The Management Agent shall make available any and all records of the Association which are in the possession of the Management Agent, performed by it hereunder, for examination by the Board, its authorized Agents and employees during all reasonable business hours, and any member of the Association in accordance with

- the provisions of the Virginia Condominium Act and the Association's governing documents, policies, procedures and rules and regulations. The Management Agent will use its best efforts to maintain records and files of the Association in a safe and secure environment. The parties acknowledge however that the Management Agent will not utilize fire-resistant cabinets or facilities and files may be subject to accidental loss or damage as a result of fire, equipment malfunction, water intrusion or theft, for which the Management Agent is not responsible. Any storage of old records will be on-site at the Property or in a storage facility that the Association would be responsible for any and all costs.
2. From the funds collected and deposited in the Association's bank account(s), timely present approved payments to capital reserve accounts, insurance premiums and other contractual obligations of the Association, including the Management Agent's compensation, to be disbursed regularly and punctually from available Association funds, in accordance with budgetary limitations, the law, and the Association's governing documents, policies, procedures and rules and regulations.
 3. Prepare and timely submit to the Board three (3) days prior to each regularly scheduled Board meeting monthly financial reports with a delinquent account listing and monthly statement showing budgeted and actual account balances.
 4. Provide financial and other appropriate information for annual audits, tax returns and reports. Subject to the prior written approval of the Board, the Management Agent shall engage in the name of the Association professional service for the preparation of annual audits and local, State and Federal tax and information returns. The Association shall be obligated to pay all expenses of any such professional services.
 5. Prepare and mail or email assessment coupons/statements to all Unit Owners. All supplies and processing equipment will be supplied by the Management Agent.
 6. At least seventy-five (75) calendar days before the beginning of the Association's new fiscal year, the Management Agent will prepare a draft of an operating and reserve budget for presentation to the Board or its designated committee. The proposed budget will set forth an itemized statement of the anticipated receipts and disbursements for the next fiscal year based upon the current schedule of assessments taking into account the general financial condition of the Association and the physical condition of the Association. At least forty-five (45) days prior to the commencement of the new fiscal year the Board shall complete and approve a budget for the new fiscal year. The approved budget shall serve as supporting documentation for the new fiscal year schedule of assessments. The Management Agent shall prepare the final budget and electronic copies shall be made available free of charge to any Association member. Paper copies shall be made available to any member of the Association. As directed by the Association, the Management Agent shall notify all owners of any change in the amount of their assessment at least thirty (30) days in advance of the date assessment is due or as dictated by the law and the Association by-laws.

SECTION 4 ASSOCIATION ACCOUNTS

The Management Agent shall establish and maintain in an FDIC (Federal Deposit Insurance Corporation) insured bank, and in a manner to indicate the custodial nature thereof, separate bank accounts/lock box for the deposit of monies of the Association. Title and access to all monies received or collected by Management Agent on behalf of Association shall at all times lie with the Association. Management Agent shall not make use of said monies in any way other than as addressed in this Agreement. Authority is vested in Management Agent to draw thereon for any payment to be made by the Management Agent, to discharge any liabilities or obligations of the Association incurred pursuant to this Agreement and for payment of the

Management Agent's compensation, all payments of which shall be subject to the limitations set forth in this Agreement. The Board will control and authorize any/all disbursements from the Reserve accounts; the Management Agent shall not have signature authority on any of these accounts. Any and all checks, regardless of amount on operating account, shall be authorized by an Association officer or Board member and signed by an authorized representative of the Management Agent.

SECTION 5 GENERAL ADMINISTRATION PROPERTY MANAGEMENT AND THIRD-PARTY SERVICES

The Management Agent will, to the satisfaction of and in a manner acceptable to the Association:

1. Employ or Sub-Contract, at the expense of the Management Agent, its own managerial and other personnel necessary for the full and efficient discharge of its duties hereunder, including but not limited to the duties outlined in the task descriptions in Exhibit "B", which is attached hereto and incorporated herein by reference. All employees or sub-contractors of the Management Agent, who handle or are responsible for the handling of the Association's monies, shall, without expense to the Association, be bonded by a fidelity bond or insurance coverage, acceptable both to the Management Agent and to the Board.
2. As directed by, and at the expense of the Association, cause to be placed and kept in force all forms of insurance determined by the Board to be adequate to protect the Association and its members, including but not limited to, public liability insurance, and directors and officers insurance, bearing in mind the availability of coverage depending upon market conditions. All of the various types of insurance coverage required shall be placed with such companies, in such amounts, as are determined by the Board and in accordance with the governing documents and the law. The Management Agent shall promptly notify the Board of any accident, damage or destruction or claims for personal injuries or damages of which the Management Agent has knowledge relating to the management, operation and maintenance of the properties forming part of the Association, and shall co-operate fully with insurance agents to provide requested information.
3. Notify the Board of orders and requirements of any federal, state, county or municipal authority having jurisdiction over the Association. To the extent that neither the Management Agent nor the Management Agent's personnel is not negligent in the cause of the order or action, the Management Agent is not responsible for compliance by the Association with requirements of any ordinance, law, rules or regulations (including those relating to the use, maintenance and disposal of solid, liquid and gaseous waste or hazardous materials) of any city, county, state or federal government, or any agency or authority thereof having jurisdiction over the Association, except to notify the Association promptly, or forward to the Association promptly, any complaints, warnings, notices or summons received by it relating to such matters.
4. Attend the annual meeting and attend a maximum of one (1) Board meeting per month during the term of this Agreement with notice as required by the governing documents. Meetings lasting over 3 hours may have an additional charge.
5. The monthly Board package, consisting of a financial report, correspondence and other appropriate material, shall be prepared and made available or delivered via e-mail to Board members at least three (3) days prior to Board meetings.
6. Maintain a business-like relationship with members of the Association and all vendors and contractors for service requests with regard to common properties, facilities and assessments. Management Agent shall take the appropriate corrective action where authorized to do so and record the activity for Board

review.

7. Maintain the architectural enforcement including administration and periodic inspections, including but not limited to the inspections outlined in the task descriptions found in Exhibit "B", which is attached hereto and incorporated herein by reference.
8. On behalf of, and at the expense of the Association, the Management Agent shall solicit, negotiate, and arrange for the purchase of services necessary for the proper and efficient operation of the Association, and which are contemplated under this Agreement, including but not limited to:
 - A. Grounds Maintenance and Equipment (Common Areas Only or as directed by Board)
 - B. Snow Management Services (Common Areas Only or as directed by Board)
 - C. Trash/Recycling Service
 - D. General Repairs and Maintenance as required
 - E. Legal Services
 - F. Audit/Accounting/Tax Services

All contracts for such services shall be approved, in writing and in advance of any service commencement, by the Board, and may be approved by legal counsel when so directed by the Board, and signed by its duly authorized representatives, Board member or officers. The Management Agent will help with the preparation of requests for proposals, solicit, analyze, negotiate and communicate with third-party contractors on behalf of the Association for services that the Board has proposed or requested. **Management Agent agrees that Management Agent has no authority to contract with any third party, and shall not enter into any contract with any third party or hold itself out as having such authority, without the prior written approval of the Association.**

The Board shall be solely responsible for establishing the standards, specifications or criteria for work to be let out for bid. The Management Agent shall reasonably assist the Board in developing specifications for work; however, the Board acknowledges that the Management Agent may not always have the technical expertise to assist in developing specifications and that some circumstances may require the assistance of qualified individuals or companies whose services shall be an Association expense. Any contract for such third-party contractors will be a direct contract between the Association and the third-party contract and the Management Agent will act solely as the Management Agent of the Association and not as a contracting party. The Management Agent accepts no liability for the failure of third-party contractors to perform per their agreements with the Association. Subject to approval of the Board, the Association shall pay compensation for the services of all such contractors regardless of how a contractor may style its invoice for services provided to the Association. **All contracts shall be approved by the Board, or, as authorized by the Board, a designated member of the Board, and shall be properly executed by the President or another designated Officer of the Association.**

SECTION 6 COMPENSATION, TERM AND RENEWAL

- Association agrees to pay Management Agent as of the beginning of this agreement for the services rendered pursuant hereto, a compensation sum of Forty-Five Thousand dollars (\$45,000.00) per annum base-management fee (for Exhibit "B" services):
 - A base-management fee of Three Thousand Seven Hundred Fifty dollars (\$3,750.00) per month.
 - Any additional services provided will be charged above and beyond the base-management fee, per the Exhibit "A" attached.

1. Each year, after the first (1) year, of this three (3) year agreement, the total compensation amount per annum will be adjusted with an increase of three (3%) percent; therefore resulting in a three (3%) percent compounded increase to the base-management fee. Any partial month, such as at the beginning or termination of Agreement will be paid on a prorated basis, based on the calendar days, not business days, of the month covered.
2. The monthly base-management fee will be due and payable, in advance, on the first (1st) day of each month during the term of this Agreement. The Association will be subject to late charges equal to two (2%) percent of the outstanding balance each month in the event that the Board or its designated representative delays or withholds authorization to make the monthly payment after the ten (10th) day of each month during the term of this Agreement or if funds are not available to satisfy this payment.
3. The initial term of the Management Agreement shall be three (3) years and shall commence on the January 1, 2012 and shall continue until December 31, 2014.
4. This Agreement shall be automatically renewed for three (3) year terms at the end of the initial term set forth above at each Agreement renewal period the base-management fee will be increased 3% per year, unless either party gives written notice to the other party of its intention to terminate at least thirty (30) days prior to such end of the original term or such renewal terms, as the case may be.

SECTION 7 TERMINATION

1. This Agreement may be terminated by either party, with or without cause, by giving notice in writing to the other party thirty (30) days in advance. Contractual services will be rendered during this thirty (30) day period and payment for services will also continue during this thirty (30) day period.
2. In the event a petition in bankruptcy is filed by or against, the Management Agent, or in the event that the Management Agent makes an assignment for the benefit of creditors without express agreement or takes advantage of any insolvency act, either party hereto may immediately terminate this Agreement with thirty (30) day notice to the other. Whether or not this Agreement is terminated, prompt advice of such action shall be given to the other party.
3. In the event a petition in bankruptcy is filed by or against, the Association, or in the event of an annexation, merger, consolidation to dissolution of the Association, either party hereto may immediately terminate this Agreement with reasonable notice to the other, prompt advice of such action shall be given to the other party.
4. Upon notice of termination, both parties, the Association and the Management Agent, shall prepare for an orderly transition of responsibilities and records. Within thirty (30) days of the notice of termination, the Management Agent shall make available to the Association for inspection all books and records of the Association in the Management Agent's possession, and this material shall be made available for turnover to the Association as of the termination date. Electronic media, such as computer discs, and general electronically stored data bases utilized by the Management Agent in its internal operations are the sole property of the Management Agent and any duplication or transference of information shall be reasonably provided by the Management Agent with reasonable costs and charges to be paid by the party requesting termination.
5. As of the date of termination, all sums due to the Management Agent and all contractors, vendors or other service agents, hereinafter "Providers", procured by the Management Agent on behalf of the Association pursuant to Section 5 of this agreement, shall be paid in full. In the event that the

Association disputes any such bills or charges, sufficient funds of the Association shall be deposited in an escrow account established pending the resolution of the dispute. The escrow agent shall be appointed by mutual parties. The Association agrees to bear full responsibility to the provider of such goods or services contracted for, by the Management Agent to perform tasks set forth in Exhibit "B", which are otherwise the responsibility of the Management Agent and shall bear full responsibility for the cost of litigation resulting therefore, if any.

6. Upon termination, each party shall account to the other with respect to all matters outstanding as of the date of termination. Upon termination, the Management Agent shall immediately return all records of the Association to the Board, or its Management Agent.

SECTION 8 DOCUMENTS TO BE SUPPLIED BY ASSOCIATION

To the extent, and in formats or media available, the Association will provide appropriate information to enable the Management Agent to carry out its obligations, including but not limited to copies of, or access to the originals, of the following:

1. Recorded plats
2. All current contracts that have heretofore been entered into on behalf of the Association i.e. trash, insurance, grounds maintenance, etc..
3. All Board actions affecting the financial operation of the Association (i.e. those relating to the amount of income, insurance, and other expense items), including copies of all bank statements and financial records and supporting financial statements of the Association that establish the books and records of the Association.
4. A complete listing of all owners and balances as of the commencement date of this Agreement.
5. A copy of the current reserve study as required under law.
6. A complete set of the Association's governing documents for inclusion in the Association's disclosure package.
7. Copies of all the Association's documents used in the management of the Association, including but not limited to book of minutes, book of resolutions, correspondence, unit files for all units, architectural records of the Association and any other documents deemed necessary for the effective performance of the Management Agent under the terms of this Agreement.

SECTION 9 GENERAL PROVISIONS

1. **Mutual Hold Harmless.** Except in the case of injuries to persons or damages to property caused by the Management Agent's willful acts, failures to act or acts of the Management Agent amounting to negligence, and except for any awards of punitive or compensatory damages, the Association agrees to hold and save the Management Agent free and harmless from loss, costs or expense arising from injuries to persons, damages to property or suits arising from the actions or inactions of the Board, or by reason of any other cause whatsoever, in and about the Association or elsewhere when the Management Agent is carrying out the provisions of this Agreement or acting under the express direction of the Board; provided, however, that the foregoing indemnity shall not extend to any settlement or any cause entered

into by the Management Agent, without the prior written consent of the Association first had and obtained.

2. **Agency.** All actions taken by the Management Agent pursuant to the provision of services under this Agreement shall be taken as Management Agent for the Association and all obligations or expenses incurred in the performance of the Management Agent's duties and obligations shall be for the account, on behalf, in assistance of and at the expense of the Association and its individual members and their tenants and guest, except as is otherwise expressly provided herein. Neither the Management Agent nor its employees shall be obligated to make any advance to or for the account of the Association and its individual members and their tenants and guest or to pay any sum, except out of funds held or provided by the Association or by its individual members and their tenants and guests, nor shall the Management Agent or its employees be obligated to incur any liability or obligation on behalf of the Association or its individual members and their tenants and guests without absolute and unconditional assurance that the necessary funds for the discharge thereof are immediately and presently available. The Management Agent shall be free to perform similar services to other entities, wherever located, while it is under Agreement with the Association.
3. **Mutual Indemnification.** The Association and the Management Agent, agrees to indemnify and hold the other and its directors, officers, employees and Management Agents harmless and to save and defend them from and against all liabilities, including associated attorneys' fees and costs on the trial and appellate levels, for injury, damage or accident to any member of the Association, a guest, lessee or invitee of any such member, or to any other party, and for damage to property, connected in any way with the Property and/or arising out of, or in the course of, the performance of the duties contemplated hereunder, except such liabilities arising solely from the negligence or willful misconduct of the Management Agent or solely from the Management Agent's material breach of this agreement. The Management Agent agrees to indemnify and hold the Association, its officers and directors harmless and to save and defend them from and against all liabilities, including associated attorneys' fees and costs on the trial and appellate levels, for injury, damage or accident to person or property resulting solely from the negligence or willful misconduct of the Management Agent or solely from the Management Agent's material breach of this Agreement. All personal property placed on or moved into the Property will be at the risk of the Association or the owner. The Management Agent, will not be liable to the Association or others for any damage to, or injury to, person or property, real or personal, arising from any natural disasters, acts of terrorism, theft, vandalism, HVAC malfunction (including blockage or failure of condensation lines), the bursting or leaking of plumbing related systems, malfunction of electrical systems (including temporary loss of power), building defects, the release of hazardous materials, any act or omission of any owner or occupant of the property or of any other person, or otherwise. The covenants to indemnify hereunder shall survive the expiration or earlier termination of this agreement.
4. **Right of Access.** The Management Agent shall have access to the common elements or common areas at all times as may be necessary for the maintenance, repair or replacement of any portion of the Property and/or any Common Element contained therein or accessible there from, or for the making of emergency repairs therein necessary to prevent damage to any portion of the common elements or dwelling units.
5. **Management Agent Liaison Designation.** The Association shall designate in writing a single individual (hereinafter "Management Agent Liaison") who shall be authorized to deal with the Management Agent on any matter relating to this Agreement. In the absence of any such designation, the President of the Association shall have this authority. Should the President be unavailable, then the Vice President or Secretary shall serve in this capacity. The Management Agent may lawfully, reasonably and in compliance with the Association's governing documents rely upon any instructions,

statements or approval communicated to the Management Agent verbally or in writing by the Management Agent Liaison, President, Vice President or the Secretary, as if the same had been effected by a resolution of the Association's Board. The Association shall not interfere nor permit, allow or cause any of its officers, directors or members to interfere with the Management Agent in the performance of its duties or in the exercise of any of its powers as authorized under his Agreement. Approved communication between the Management Agent and the BOD will include email. All emails are to go out to the entire board.

6. **Insurance.** The Management Agent and Association, shall maintain adequate insurance coverage as required by law and the Association Governing Documents against those potential losses, costs and expenses which are not subject to indemnification under Section 3 of this Section 10 for the benefit of each other. Management Agent and Association, shall furnish evidence of such insurance, as in force from time to time, to each other. Furthermore, it is understood that the Association will add the Management Agent to their General Liability, Directors & Officers Liability and Crime insurance policies as an additional insured. A copy of the policy or certificate from the Association's insurance company showing the Management Agent as an additional insured shall be delivered to the Management Agent within thirty (30) days of signing this agreement. A thirty (30) day notice of cancellation or change in coverage shall be given to the Management Agent.
7. **Proprietary Information.** Each party, the Association and the Management Agent, may have access to, and be dealing with, proprietary information of the other party, such as, but not limited to: confidential information pertaining to client lists; procedures, processes and documentation relating to management of the Management Agent's client Association; and programs, software, procedures and techniques relating to data processing and financial reporting. Each party, the Association or the Management Agent, when requested to by the other party, agrees to hold any such properly marked or noted proprietary or confidential information, attained during the course of the Agreement, agree to confidentiality, non-disclosure, and protection of each party's attorney-client privileged information.
8. **Authority to Act.** The Association represents that, to the best of its understanding and knowledge and as of the date of this Agreement, the execution, delivery and performance of this Agreement by the Association will not conflict with, nor result in the breach of, any agreement, whether oral or written, document, indenture or other instrument to which the Association is a party or under which it is bound. The Association further represents and warrants that it has full power and authority to execute and deliver this Agreement, and to perform the obligations hereunder, and that it has taken all actions necessary to authorize the execution, delivery and performance of this Agreement.
9. **Holidays.** The Holidays celebrated by the Management Agent, but will be obligated to continue to provide emergency service as defined by the Association's then current Administration Policy Resolution on Emergency Property Maintenance Service. Holidays observed will be: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving Day (two days), and Christmas including the day before or after Christmas (two days). The Management Agent, reserves the right to close the office during inclement weather when public schools located within the jurisdiction of the Management Agent's office are closed.
10. **Entire Agreement.** This Agreement and the two (2) Exhibits "A", "B", constitute the entire Agreement between the parties, and no variance or modification thereof shall be valid or enforceable, except by Supplemental Agreement in writing, executed in the same manner as this Agreement.
11. **No Delegation of Authority.** The rights and duties or obligations owed by the Management Agent to the Association, and the obligations and services the Management Agent has agreed to perform, cannot

be delegated to or performed by any other legal person or entity other than the Management Agent, its employees, servants, sub-contractors or agents acting on its behalf in the performance of this Agreement, unless specifically agreed to in writing by the Association.

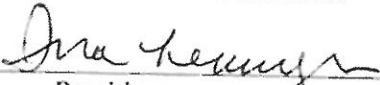
12. **Waivers.** No waiver by the Association of any default hereunder by the Management Agent shall operate as a waiver of any other default or of a similar default on a future occasion. No waiver of any term or condition hereof by the Association shall be effective unless the same shall be in writing and signed by both parties.
13. **Survivability.** In the event that any part of provision of this Agreement is declared invalid, unenforceable or void to any extent by a court of competent jurisdiction in the County of Prince William, Virginia, the remainder of this Agreement and the application thereof shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.
14. **Binding Agreement.** This Agreement shall inure to the benefit of and constitute a binding obligation upon the contracting parties, their respective successors and assigns, and shall be construed in accordance with the laws of the Commonwealth of Virginia.
15. **Attorneys' Fees and Costs.** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees, and costs and expenses incurred.
16. **Headings Immaterial.** All headings, numeration, pagination and all other scrivener's functions in this Agreement are for purposes of convenience and reference only and do not limit a section's content and shall not be used in construing this Agreement.
17. **Notices.** All communications provided for hereunder shall be in writing and shall be deemed duly served if delivered by mail, postage prepaid, by Certified Mail, Return Receipt Requested, as follows:

Management Agent:
Advantage Community Management Corp.
Kevin & Derenda Culligan, Owners
11350 Random Hills #800
Fairfax, VA 22030


Association:
Westbriar Plaza Condominium

IN WITNESS WHEREOF, Westbriar Plaza Condominium has caused this Agreement to be signed on its behalf by its President and duly attested by its Secretary, and Advantage Community Management Corp. has signed this Agreement, both in duplicate, as of the day and year first above written.

Westbriar Plaza Condominium



President

10/19/11
Date


Treasurer

10/19/11
Date

Advantage Community Management Corp.


Kevin Culligan, Owner

10/19/11
Date


Derenda Culligan, Owner

10/19/11
Date

Attachments: EXHIBIT "A", EXHIBIT "B"

EXHIBIT "A"

ADDITIONAL FEES

Items listed below will be charged to the unit owners involved and/or Westbriar Plaza Condominium.

<u>DESCRIPTION</u>	<u>AMOUNT (in US Dollars)</u>
Material Reproduction ACM needs	Included at No Charge
Postage/UPS/Fed-Ex/DHL Express ACM needs	Included at No Charge
Office Supplies ACM needs	Included at No Charge
Coupon/ Statements	Included at No Charge
Address Mailing Labels ACM needs	Included at No Charge
Direct Debit Set-Up	Included at No Charge
Association Requested Copies or Mailings	Postage at cost and copies .05
Delinquent/Covenant Letter	Included at No Charge
Second & Final Account Notice for turnover	Postage at cost for certified mail
Emergency Call Fee	Included at No Charge to answer and access the situation via the verbal information received
Association Transition Fee	One Time \$750.00 Fee at Start Up
Turnover to Attorney	Included at No Charge
Website	Included at No Charge
Certified Mail to Homeowners	Postage will be charged to Homeowners/Association
Returned Checks/Electronic Payments	ACM will charge Homeowners Account \$10.00 which goes to the Association
New Owner Transfer Fee	No Charge to the Association (Title Company to pay ACM at closings)
Real Estate Disclosure Statements	No Charge to the Association (Title Company to pay ACM at closings)
Staff Rates for Services not covered in Contract: Management Staff	\$40.00 per hour

MANAGEMENT/ADMINISTRATIVE DUTIES

Duties and Responsibilities include the following and other duties as assigned by the Board of Directors of the Association.

1. Interact professionally with Officers, Board Members, Unit Owners, Tenants, Vendors, and Contractors, on the telephone, by written correspondence, or in person.
2. Advise the Board on all work performed and/or to be performed.
3. Email all the prior month's financial reports for the Board of Directors and Treasurer at least 3 days before the monthly meeting.
4. Determine which accounts are 60, 90, and 120 days past due, including payment history. Create a delinquency report showing which accounts are at the attorney's office.
5. Obtain at least 3 proposals from vendors and contractors for projects and make recommendations to the Board consistent with the Association's governing documents.
6. Assist the auditor by providing him with all financial records required to complete the audit.
7. Prepare and present the proposed budget.
8. Keep the Board informed of problems which may arise with the Association, unit owners, tenants, contractors, and vendors.
9. Alert the Board as action is needed on current or pending contracts, including time requirements for renewals or terminations, notice requirements, and any and all other action.
10. Update unit owner/tenant information in electronic file system.
11. Suggest improvements to management/administrative duties, procedures, or processes to improve services provided to Officers, Board Members, Unit Owners, Tenants, Vendors, or Contractors.
12. We will be on property at least 4 (four) times per month doing a walk thru for violations, maintenance issues, etc. including taking pictures or electronic images as needed or otherwise documenting the violations or work required.
13. We will send out coupon/statements for dues.
14. Attend the annual meeting and attend a maximum of one (1) Board meeting per month during the term of this Agreement with notice as required by the governing documents. Meetings lasting over 3 hours may have an additional charge.