

PROPERTY MANAGEMENT AGREEMENT

THIS CONTRACT ("Contract") is made and entered into on November 1, 2023, by and between INTERNATIONAL VILLAGE ASSOCIATION, INC., a Florida not-for-profit corporation ("ASSOCIATION"), and LUCINDA ALLEN, Community Association Manager ("CAM").

Recitals

WHEREAS, ASSOCIATION hereby employs CAM exclusively to manage ASSOCIATION upon the terms set forth herein; and

WHEREAS, CAM subject to review, supervision, direction and control of ASSOCIATION and in consideration of the covenants herein made, the parties hereto mutually agree as follows:

**NOW, THEREFORE**, for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and agreement set forth herein, the parties agree as follows:

1. TERM AND TERMINATION:

1.1 This Contract will commence on November 1, 2023 at an annual salary starting February 1, 2023 of **\$75,000** and will continue for a term ending on October 31, 2028 ("**Initial Term**"), subject to termination as provided herein.

1.2 This Contract may be cancelled by ASSOCIATION with 60 days advance written notice to CAM. If the Contract is terminated by ASSOCIATION, with or without cause, it is agreed that ASSOCIATION will pay CAM the monthly fee, stated herein, for 3 (three) months after the termination date. The termination date is the date on which the Contract ends due to cancellation, which is the 61st day after written notice is provided to CAM. This Contract may be cancelled by CAM at any time with 60 days advance written notice to ASSOCIATION.

1.3 This Contract will automatically be extended after the Initial Term on a biannual basis (once every year) for successive 2-year renewal terms ("**Extended Term**"). An Increase at the discretion of the Board of Directors of CAM's annual salary but not less than 3% is to be applied to CAM's total compensation, in each successive calendar year for each service and/or fee described herein:

A. If either party desires that this Contract not automatically extend, they will provide written notice of their intent to cancel at least 60 days prior to the expiration of the Term of this Contract.

B. If an automatic extension is not allowed by law, this Contract will automatically be extended on a month-to-month basis until the termination of this Contract. During the period of time when this Contract has been extended on a month-to month basis, either party will have the right to terminate this Contract upon 30 days' written notice to the party.

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2. **SERVICES:** During the Initial Term or any Extended Term, CAM will assist ASSOCIATION in performing the following services as requested by ASSOCIATION, when and if needed:

2.1 CAM shall act as agent for the ASSOCIATION and will assist the BOARD in the operations of ASSOCIATION and implement the ASSOCIATION policies.

2.2 CAM agrees, notwithstanding the authority given to it under this Contract, to confer fully and freely with the Board of Directors ("Board") in the performance of the duties set forth herein, and to use commercially reasonable efforts to attend all meetings of the Board, physically if possible and feasible or telephonically if not, (up to 12 meetings per calendar year) to present such reports as may be necessary at each meeting and to take the minutes of the meeting.

2.3 The ASSOCIATION shall designate a Board Liaison to communicate day to day with CAM. CAM will converse freely with all directors regarding information but will take directions only from the Liaison unless otherwise specified.

2.4 CAM work schedule consists of a 40-hour work week, Monday through Friday CAM may work weekends, when necessary, especially during emergencies. This may include both in-office and in-home remote work at The ASSOCIATION sole discretion. CAM shall provide "emergency contacts" twenty-four (24) hours a day, seven (7) days a week, and shall be available or have staff available to the ASSOCIATION in case of a true emergency that may cause harm to the property. CAM observes all Federal and State legal Holidays and the Management Office shall be closed on those days.

2.5 The ASSOCIATION shall furnish CAM, to the extent available, a complete set of the plans and specifications, and CAM agrees that it will promptly make a complete inspection of the premises to become acquainted with the layout, construction, location and character of ASSOCIATION property, as well as the operation of the listing, heating, and ventilation systems and other mechanical equipment.

2.6 CAM shall assist the BOARD in the maintenance and operation of ASSOCIATION, including the performance of duties and responsibilities placed upon the Board by the Governing Documents, other than those solely the responsibility of the Board, which include overseeing repairs to be made and performing such functions and services as are required to maintain and operate the ASSOCIATION. CAM will assist in resolving unit owner problems as they pertain to the limited common elements of the ASSOCIATION; and enforce the Rules and Regulations of the ASSOCIATION as directed by the Board.

2.7. CAM will assist the BOARD in making regular property inspections and make recommendations to the ASSOCIATION concerning the property and preventive maintenance to ensure that agreed upon standard or necessary improvements are met.

2.8. CAM shall cause the ASSOCIATION appurtenances and grounds to be maintained according to the standards acceptable to the ASSOCIATION, including exterior cleaning, touch up painting, decorating, plumbing, carpentry and sun other normal maintenance and repair work as on its own to protect and preserve the ASSOCIATION property which may be in immediate danger, or to protect the life of any member of the ASSOCIATION.

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2.9 CAM shall not collect any assessments or other monies owed, unless the agreement is modified by a writing signed by the parties. CAM also shall not execute any contracts for or on behalf of the ASSOCIATION. CAM shall not be obligated to pay any of the costs and expenses which are the obligation of the ASSOCIATION, except as specially assumed by CAM in this contract.

3. **COMPENSATION:** ASSOCIATION agrees to pay CAM on a weekly basis for the term of this contract and any automatic extension thereof subject to the increase described in the above paragraph.

3.1. CAM spends up to 40 hours per week on Association business: Management Fee shall be due every month, paid on a weekly basis starting on July 17, 2023, and continuing each week thereafter.

3.2 CAM will receive 80 hours of Paid Time Off (PTO) and 40 hours of Sick time starting the first calendar year of employment to be used at CAM's discretion and every subsequent year that the contract is renewed thereafter. PTO and Sick time will be paid at the regular CAM rate. Any unused PTO or Sick time remaining on December 31st of each calendar year will not roll over and be added to the total PTO and Sick time. PTO and Sick time hours expire each calendar year.

**Benefits:**

**401K new benefit to begin after approval of 2025 budget and will be commensurate with length of service with starting amount determined by the Board of Directors. Contributions will be a yearly determined amount. However, employee contributions will not be matched by the association.**

**Holidays: 9 days per calendar year:**

New Year's Day, MLK Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, Day after Christmas.

4. **LIABILITY:** ASSOCIATION shall indemnify, defend and hold CAM harmless from and against any and all liability, suits, claims, costs and expenses including reasonable attorney's fees which results from the negligence, breach of contraction, violation of law or intentional misconduct of the ASSOCIATION. The ASSOCIATION further agrees to indemnify and hold CAM harmless of and from all loss, cost, damage, injury or expense, including attorney's fees and costs suffered or incurred by CAM in defending against any claim arising from the performance of CAM's duties under this Agreement, and as follows:

(a) (i) CAM's performance of its duties either in or about the Common Areas or the property;  
(ii) when CAM is carrying out the provisions of this Agreement or acting under the express direction of the ASSOCIATION, and; (iii) any liability for any injury, damage or accident to CAM and its employees shall not be indemnified or held harmless for acts of willful misconduct or gross negligence.

(b) ASSOCIATION agrees to immediately reimburse CAM upon demand for any monies which CAM is required to pay for, in connection with, or as an expense in defense of any claim, civil or criminal action, suit proceeding, charge or prosecution made, instituted or maintained against CAM, or against the ASSOCIATION and CAM jointly or severally, affecting or due to the condition or use of the Common Ares, or acts or omissions of CAM or employees of the ASSOCIATION or of CAM.

Upon receipt of notice of any claim, CAM shall promptly advise the ASSOCIATION of its receipt of information concerning any such damages, injury or claim and the amount of any liability, damages, penalties, costs and expenses, if known.

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5. MISCELLANEOUS

5.1 All notices, which the parties hereto may desire or be required to give hereunder, shall be deemed to have properly given and shall be effective when sent by certified mail, return receipt requested and will be properly addressed:

To ASSOCIATION:

International Village  
3700 Inverrary Drive  
Attn: President/Office  
Lauderhill, Fl 33319

To CAM:

Lucinda Allen  
1423 Avon Ln #210  
North Lauderdale, Florida 3306

5.2 The laws of the State of Florida will control with respect to this contract and its provisions, and the venue is said to lie in the county of Broward, Florida.

5.3 If any provisions or portions of this contract are for to be invalid, the remaining portions shall not be otherwise affected. This Contract constitutes the sole understanding and working arrangements between the parties hereto.

5.4 Upon termination of this Contract, the contracting parties shall account to each other with respect to all matters outstanding as of the date of termination, and CAM shall return all books and records to the ASSOCIATION. The ASSOCIATION will be responsible for any records that are required to be converted from digital format to paper, and the attending costs.

5.5 In the event, it becomes necessary to institute legal action to enforce the terms this Contract; the prevailing party shall be entitled to its costs and reasonable attorney's fees incurred at all stages of the action including appeal. Both parties agree the venue shall be in Broward County.

5.6 No waiver of a breach of any of the covenants contained in this Contract will be construed to be a waiver of any succeeding breach of the same or any other covenant.

5.7 No modification, release, discharge or waiver of any provision hereof will be of any force, effect or value, unless in writing, signed by both of the parties to this Contract, their respective successor and assigns. This Contract may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. A signed copy of this Contract or any addendum transmitted by e-mail or other means of electric transmission will be deemed to have the same legal effect as delivery of an original executed copy of this Contract or addendum hereto for all purposes.

5.8 Except as otherwise set forth herein, this Contract constitutes the entire understanding and agreement between the parties hereto, supersedes all prior written or oral agreements with respect to its subject matter. This Contract will be binding upon the parties hereto and their respective successors and assigns. Each of the terms of this Contract are independent covenants from any other provision of this Contract. The terms of this Contract were reached mutually and shall not be interpreted against either party.

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5.9 The parties hereto will be excused from the obligation to perform pursuant to the terms of this Contract to the extent that such party's performance is prevented due to any delay, or storage due to strikes, lockouts, labor disputes, acts of war, terrorism, terrorist activities, pandemic, epidemic, banking or financial institution closures, inability to obtain services from third parties, governmental actions, civil commotions, fire, flood, hurricane, earthquake, or other casualty, and other causes beyond the reasonable control of the party obligated to perform (collectively, a "Force Majeure"), except with respect to amounts to be paid by the ASSOCIATION for services actually provided by CAM pursuant to this Contract during a Force Majeure. Notwithstanding anything to the contrary contained in this Contract, a Force Majeure will excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Contract species a time period for performance of an obligation of either party (other than payment to CAM by Association for services actually provided during a Force Majeure unless there is an event causing banking or financial institution closures), that time period will be extended by the period of any delay in such party's performances caused by a Force Majeure. The foregoing will not be interpreted as extending the term of this Contract.


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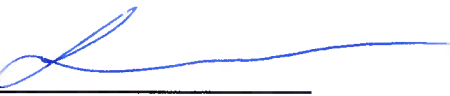
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names by their undersigned offers to execute in their respective names by their undersigned officers authorized to execute instruments.

ASSOCIATION:

INTERNATIONAL VILLAGE ASSOCIATION, INC.

By:   
Board President (Signature)  
Wilhelmine Carby  
(Printed Name)  
9/10/2024  
Date

By:   
Board Member (Signature)  
Sabine Estephan  
(Printed Name)  
9/10/2024  
Date

By:   
CAM (Signature)  
Lucinda Allen  
(CAM Printed Name)  
9/10/2024  
Date

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**International Village Owners Association  
Meeting of the Board of Directors  
October 31, 2023-7:00 p.m.-Clubhouse**

**Closed Board Meeting Minutes**

**Call to Order**

The meeting was called to order by Wilhelmine Carby at 7:17pm.

**Roll Call & Establishment a Quorum**

Wilhelmine Carby, President

Dan Bustamonti, Vice President

Janine Estupinan, Secretary

Doug Meyers, Director

Fabiana Meyers, Director

Lucinda Allen, LCAM, Property Manager

**Pending Legal Matters:**

There was discussion initiated by Wilhelmine who stated during a regular conversation with Doug Meyers she discussed that she was never part of any meeting to execute a contract for Moody. Doug Myers stated that he had in fact signed a contract and he's been talking to Moody's lawyer regarding his signature. Dan Bustamonti stated that the Association's lawyer told him not to discuss this matter as Doug is party to the litigation brought by Moody. Fabiana Meyers quickly stated that as a board we need to discuss this matter, however the discussion did not continue due to Dan Bustamonti and Fabiana Meyers making their opinions about the matter become heated.

Discussion was had regarding Duv's contract and rumored lawsuit. To avoid further litigation, it was suggested by Wilhelmine we offer him 4 months' severance pay and Doug Meyers is willing to pay the fifth month. Since association is cash poor it was also suggested that the 4 months to be included as part of the special assessment when scheduled. Doug Meyers agreed for the amount to be included as part of the special assessment when scheduled and approved the majority of the board. Dan Bustamonti did not agree to pay the 4 months.

**Personnel Matters:**

Sean Pitts resigned on October 30, 2023 as director of security effective as of yesterday. Chris Edwards has been hired as the new director of security. He will begin November 1, 2023.

The property manager Lucinda has been with IV for more than 90 days. Wilhelmine suggested an increase in her pay which was approved by all. She also suggested Lucinda be given a contract to provide the community with consistency for a few years. All were in agreement.

It was also suggested by Wilhelmine that Carmen and Eddy be given a contract. This was tabled for the time being.

Discussion of George retiring in January and rehiring Alberto was suggested. Wilhelmine will speak with George.

All were in agreement for hiring Alberto.

Wilhelmine made a motion to end the meeting at 7:55pm, seconded by Janine Estupinan, all in favor.

Minutes written and respectfully submitted by Janine Estupinan.