

OLD MILL COMMUNITY COUNCIL

**** Proposal for Management Services ****

Prepared By
Satish Joshi, CMCA, AMS
CMSI Management Inc.
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CMSI Management Inc.



July 7, 2015

Old Mill Community Council
Board of Directors

Dear Board Members,

I want to thank you for allowing my company, CMSI Management Inc this opportunity to present a proposal for management services for your association. I sincerely believe that we can provide a comprehensive, responsive & proactive professional management services to you & your community.

Attached to this letter is a copy of our draft management agreement for your review, along with a list of Client & Business references. You may get more information about our company from our website www.cmsimgmt.com.

We have many years of experience in all phases of community association management. We pride ourselves on personal attention to details. I will be happy to discuss the details with you and I am confident that we can provide for any unanticipated needs that may arise during your review. We offer a complete and comprehensive package of management services. We utilize technology that enables us to interface with board members and residents seamlessly. This includes allowing your residents to use a full array of credit cards and online banking for paying their assessments.

Our office is conveniently located near intersection of Route 28 and Route 50 in Chantilly, VA. If any of you have questions regarding this proposal, please feel free to call me at the office (703) 831-4500 or on my cell phone (571) 247-4304. My email address is satish@cmsimgmt.com. I look forward to meeting with you, and hopefully, working with you & your community.

Sincerely,

Satish Joshi

President

CMSI Management Inc.

Old Mill Community Council 2015 Management Agreement

This Management Agreement is made this _____ day of _____, 2015, between OLD MILL COMMUNITY COUNCIL, hereinafter referred to as "Association", and CMSI MANAGEMENT INC., hereinafter referred to as "Manager", a corporation authorized to conduct business in the Commonwealth of Virginia.

I. PREAMBLE

The Board of Directors shall make policy and judgment decisions which are to be carried out by the Manager. It is understood that the Directors and Officers are not expected to be involved in the day to day routine operations. The Manager is responsible to, and receives direction from, the Board of Directors, through its Board Liaison to the Manager, during day to day operations and to the Board as a whole at the monthly meetings. Only the Board of Directors can authorize the Manager to enter into contracts or authorize services on behalf of the Association. Only the Board of Directors is authorized to execute contractual documents on behalf of the Association.

The Manager hereby represents and warrants that it is a bona fide business enterprise which manages common interest residential communities. Further, the Manager has a minimum of two years experience in real estate community management and employs persons possessing a high level of competence in the technical skills necessary for the proper management of the Association.

II. APPOINTMENT

The Association hereby appoints the Manager, and the Manager hereby accepts appointment, under the terms and conditions hereinafter provided, as the Management Agent for the Association.

III. DUTIES OF MANAGER - Operational

A. GENERAL

1. The Manager shall review and become sufficiently knowledgeable with the physical layout and characteristics of the Association's Common Areas. The Manager shall read and become knowledgeable with the Articles of Incorporation, Declaration, Bylaws, Resolutions, Rules & Regulations, and the Virginia Property Owner's Association Act (hereinafter referred to as "Governing Documents"), including, without limitation, those provisions detailing the duties and obligations of the Association, the Board of Directors (hereinafter referred to as 'Board'), and the Manager, and their interaction with each other.

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2. The Manager shall be available to Board Members and Board Liaison during normal business hours in order to be responsive to routine Board concerns.
3. The Manager shall adhere to the terms and provisions of the Association Instruments in the performance of its duties under this agreement.
4. Unless otherwise agreed to by the Board and the Manager, and such agreement is recorded in the minutes of a Board Meeting, the Board Liaison to the Manager shall be the President of the Board only, except during Board Meetings when the Manager shall be directed by the Board as a whole.

B. COMPLIANCE

The Manager, by taking necessary actions, shall maintain the community in compliance with the Governing Documents of the Association, all orders and requirements of any federal, state and local authority, Board of Fire Underwriters or similar body of competent jurisdiction to the extent that such order or requirement is not contested by the Association. Failure by the Association to comply when required with any such order or requirement, if uncontested or unsuccessfully contested, shall require that the Association shall save and hold harmless and indemnify the Manager against any and all claims or liability arising from such failure to comply.

C. PHYSICAL

1. The Manager shall cause the grounds and all other property and improvements comprising the common elements of the Association to be maintained uniformly and on a regular basis in accordance with standards established by the Board of Directors, including, without limitation, the implementation of a preventative maintenance program developed by the Manager and the Board, and other such normal maintenance and repair work as may be necessary for the proper function and appearance of the common elements, subject, however, to any limitations set forth herein or imposed by the Board. In addition, Manager shall inspect the property in total on a regular basis and inform the Board of the findings of such inspections in writing in the monthly Board Meeting Package, and shall make recommendations for any improvements, necessary or desirable, to be made for the continuing improvement of the Association.
2. The Manager shall assist the Board with the solicitation and updating of the professional replacement reserve analysis and schedule, as required by the Property Owners Association Act, and monitor compliance with the schedule of replacements.
3. The Manager shall provide architectural maintenance inspections and notifications in accordance with the Association's Governing Documents and as explained more fully under Article V, Section L of this agreement.

D. CONTRACTORS

Except as otherwise directed by the Board, the Manager shall solicit all contractors by a competitive bidding process in accordance with any contract specifications established, and submit recommendations to the Board on performance, quality of workmanship and pricing of the contractor. Manager shall report to the Board on a continuing basis concerning the performance, compliance and/or noncompliance of the contracted services provided.

E. PAYMENTS AND CREDITS

The Manager shall approve payments to contractors and suppliers, only if and when previously authorized by the Board, when the Manager is satisfied with workmanship or when directed to do so by the Board.

IV. DUTIES OF MANAGER - Financial

A. ASSESSMENT COLLECTION

1. The Manager shall collect all assessments and charges and deposit them in a timely manner in a separate account held in the name of the Association. The Manager shall send notices to all owners, in accordance with the Governing Documents, as to the amount of the assessments due. The Manager shall coordinate the timely distribution of coupon payment books or other billing arrangements as approved by the Board.

2. The Manager shall process all delinquencies in the manner provided by Board Resolution and shall consult and cooperate with Counsel for the Association as needed to collect unpaid amounts. Manager shall obtain the prior written consent of the Board before legal proceedings are brought on behalf of the Association, unless otherwise provided by duly adopted Board Resolution.

3. The Manager shall coordinate distribution of passes or permits as required. The Manager shall control distribution to lot owners in compliance with the Association's Governing Documents.

B. ACCOUNTS

1. The Manager shall place all Association monies in banks or financial institutions approved by the Board of Directors, in the name of the Association and insured by the FDIC or FSLIC, unless otherwise approved in writing by the Board, in such amount so that monies in the accounts do not exceed the insured limits.

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2. The Manager shall have co-signature authority only for the operating accounts for administrative purposes, unless otherwise approved by the Board, and shall perform a monthly reconciliation of all accounts to the bank statements. Members of the Board shall have the only signature authority on any and all reserve accounts. It shall be the Manager's responsibility to ensure compliance with this provision.

C. DISBURSEMENTS

The Manager shall issue all checks, which shall be endorsed by at least one (1) member of the Board if the Board so chooses. The Manager shall agree to be a co-signatory on accounts payable if requested and approved by the Board. Disbursement items not contractually or otherwise authorized by the Board shall not exceed \$2,000.00 until the Board specifically approves the expense. This limitation shall be lifted in the event that repairs are required that are deemed to be an emergency, defined as an imminent threat of severe damage to property or injury to person. The Manager shall report such expenses to the Board Liaison as soon as possible after the emergency situation is under control.

D. BUDGET

1. The Manager shall prepare a draft budget for the Board of Directors at least ninety (90) days before the beginning of the next fiscal year and shall complete the final budget as approved by the Board at least forty-five (45) days before the beginning of the next fiscal year with input from the Board. The proposed budget shall include a detail statement which itemizes and explains all categories and amounts, and shall include a copy of the reserve schedule for repair and replacement of all facilities.

2. After the Board of Directors approves the annual budget for a given fiscal year, such annual budget shall become the governing financial authority for the Manager to cause the common elements to be maintained. The Association and the Manager shall set a minimum cost which shall mandate bid requirements for services. Routine repairs and maintenance shall be performed in accordance with standards established by the Board of Directors and the budget.

E. TAX RETURNS AND AUDITS

The Manager shall cause the Association's financial records to be audited on an annual basis by an independent accounting firm after approval by the Board and have the federal, state and local tax returns and forms prepared and submitted to the Board for timely filing. Manager shall evaluate the audit and make recommendations on future policies and procedures.

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F. INTERNAL CONTROLS

The Manager shall have two or more persons responsible for handling Association accounts to ensure proper financial controls. The Association accounts shall not be commingled with any other entity's accounts.

V. DUTIES OF MANAGER - General Responsibilities

A. RULES & REGULATIONS

1. The Manager shall assist the Board in suggesting and preparing Resolutions or Rules & Regulations for the Association, if requested by the Board.
2. The Manager shall notify unit owners of the adoption of the rules and regulations and amendments thereto, and of the adoption of any resolutions of the Board which the Board directs to be publicized.
3. The Manager shall, upon observation of any violation of the Governing Documents, notify the Board and the responsible unit owners of such violations and shall, as directed by the Board, impose appropriate sanctions, in accordance with all applicable due process provisions, against such lot owners to enforce compliance.

B. FILES

1. The Manager shall maintain all correspondence of the Association and Board with all unit owners and third parties. The Manager shall maintain a current list of all unit owners and their mailing addresses. The Manager also shall maintain a current list of all tenants, first mortgagees and lien holders to the extent that such information is supplied to the Manager by the Association.
2. Board members, Lot Owners and other authorized parties shall have access to all records of a non-confidential nature, upon reasonable written notice, during the Manager's normal business hours, as governed by Section '55-510 of the Virginia Property Owner's Association Act. Copies of specific materials can be provided at the contract rate for labor and materials upon receipt of written request. All original records, data and files shall remain property of the Association. The Manager shall bring any request for access to confidential records to the Board before producing such records.

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C. NOTICES AND STATEMENTS TO MORTGAGEES

Upon request by the Board, the Manager shall notify the respective mortgagees, if any, of any default under the provisions of the Governing Documents by a unit owner, any insurance or condemnation loss, or any other matter for which notice is required.

D. ATTENDANCE AT MEETINGS

1. The Manager shall attend upto four (4) meetings of the Board of Directors, and the Association Annual Meeting, per contract year, not to exceed two (2) hours per meeting, and shall, if requested, assist in the organization and supervision of the Association Annual meeting at the regular hourly rate for management staff listed on the fee schedule page of this agreement. Additional meetings and meeting time in excess of two hours shall be charged for at the community manager's listed hourly rate.

2. The Manager shall provide a Recording Secretary to take minutes of each meeting at which the Manager is present, if the Board so desires, at the regular hourly rate listed in this agreement. The Manager shall provide clerical assistance at the Annual Meeting for sign-in, vote-tallying, etc., at the hourly rate listed on the fee schedule page of this agreement if the Board requests such assistance.

3. The Manager shall process and mail notices for the Annual Meeting and any Special Meetings of the Association at the rate listed on the fee schedule page in this agreement. Costs for printing, copies, mailing materials, postage, etc., shall be the expense of the Association.

E. MANAGEMENT REPORTS

The Manager shall provide a monthly Board Meeting Package to all Board members at least five (5) days before each Board meeting. Such package shall include the following:

1. Current financial statements, including (i) a balance sheet reflecting the financial condition of the Association on an unaudited basis; (ii) an income statement reflecting all income and expense totals for the preceding period and year-to-date; (iii) all current bank statements and reconciliations, check registers and financial correspondence other than collections; (iv) cash account listing.
2. Current assessment delinquency list and collections correspondence.
3. Architectural Control issues and correspondence.
4. Status of contractors' performance.
5. Action items, if any.
6. Site inspection reports and contact log.
7. Status of any pending rules violations, complaints, injuries, property damage or legal matters.

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8. Agenda, minutes and any other materials prepared by Board members that are provided to the Manager at least a week prior to the meeting.

F. INSURANCE

1. Upon request by the Board, the Manager shall cause to be placed all policies of insurance required by the Association's Governing Documents and as may be requested by the Board to adequately protect the interests of the Association and its members. Association Fidelity Insurance coverage shall be maintained at the Association's expense in an amount not less than one quarter's assessments plus the Association's reserves for all Board members having signature authority and the Manager. The Manager shall investigate promptly and make a full written report, including estimates or repair costs, of all accidents or claims relating to the management, operation and maintenance of the Association and shall cooperate and make such reports as required by the respective insurance companies.
2. The Manager shall oversee and supervise all insurance claims and, if applicable, all reconstruction of Association properties due to uncovered loss. All time accorded to this activity shall be billable at Ten Percent (10%) of the total insurance claim.

G. UNIT OWNER ACCESS AND EMERGENCY SERVICE

The Manager shall develop and maintain an adequate system for the receipt, investigation and processing of resident inquiries, repair or service requests and complaints regarding the operation and maintenance of the community. This shall include an emergency 24-hour answering capability and a telephone/action log. Complaints and requests by the lot owners shall be received and responded to in a timely manner. Repairs or requests deemed to be an emergency, as defined in Article IV, Section C of this agreement, and any other specific conditions deemed by the Board to constitute an emergency, shall receive immediate response from maintenance personnel.

H. RESEARCH AND CONSULTING

1. The Manager shall coordinate homeowner surveys, if requested by the Board.
2. The Manager shall review, in consultations with the Association's Legal Counsel, the Declarations, Bylaws, Rules and Regulations of the Association and make recommendations to the Board for improvements or changes, upon authorization from the Board.

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3. The Manager shall review the insurance coverage of the Association and solicit recommendations as to its adequacy and conformance with the Association's Governing Documents.

4. The Manager shall review contracts or agreements between the Board and their suppliers and service providers to ensure they are being performed in accordance with their terms and conditions.

I. COMMUNICATIONS

1. The Manager shall prepare the resale disclosure packets for the Association, pursuant to Section §55-512 of the Property Owner's Association Act ("the Act"). The charge for this service shall be invoiced in accordance with the provisions of this Section of the Act.

2. The Manager shall prepare information and/or welcome packet for new lot owners and residents.

3. The Manager shall assist in the preparation, mailing and/or delivery of any notices, newsletters, information packages or other mailings as directed by the Board, subject to the billing rates listed on the fee schedule page of this agreement.

4. The Manager shall prepare forms and submit fees required by the state, including, without limitation, the Annual Report and fee required by the Act, and the Annual Report and fee required by the State Corporation Commission.

J. WEB ACCESS

1. The Manager shall make individual owner accounts available on internet via password protected access.

2. All owners shall be able to view governing documents, Newsletters (if any) and financials.

3. All owners shall be able to send maintenance requests, questions/ comments to the Board and/or Manager.

K. COMPLAINTS AND VIOLATIONS

1. The Manager shall set aside time to personally hear complaints or questions from the residents during regular business hours.

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2. When a resident defaults or violates the Association's Governing Documents, the Manager shall take appropriate and corrective action as directed by the Board. A report of such actions shall be provided to the Board in the Board Meeting Packages.

L. ARCHITECTURAL CONTROL

1. The Manager shall review the Association documents pertaining to architectural control and shall assist the Board in preparing an easily understandable synopsis of such rules and procedures for processing requests for the committee, if requested by the Board.

2. The Manager shall perform an annual maintenance inspection of the community in accordance with the guidelines set by the Board and/or the Architectural Control Committee.

3. The Manager shall not make judgment decisions on any architectural request submitted to the Association which is not covered by current guidelines. All requests for modifications and/or additions shall be approved or disapproved by the Board of Directors and/or the Architectural Control Committee unless otherwise agreed upon by both parties.

4. As an optional service, and if requested by the Board, the Manager shall draft for the Association a comprehensive architectural control program, if needed and if requested by the Board. This program shall include draft notices, forms, and recommended enforcement procedures. This program can be customized to accommodate the individual community characteristics of the Association. Drafting of this program, and performance of any baseline lot inspections for updating of existing architectural records, shall be billed at the hourly rates listed on the fee schedule page of this agreement or by an addendum to this agreement.

M. RELATIONSHIP AND LIABILITY OF MANAGER

1. The relationship of the Manager to the Association, with respect to the duties, responsibilities and obligations as set forth herein, shall be that of an independent contractor, except insofar as the Manager may be expressly constituted an agent by resolution of the Board. The Manager shall have no obligation to advance funds, provided, however, that the Manager shall, upon demand, be entitled to prompt reimbursement from the Association's funds for any such funds advanced or payments made on behalf of the Board.

2. Provided that the Manager keeps all Association insurance in effect, and that the Manager provides prompt notice of all claims and adequate time to defend them, the Association shall indemnify and hold harmless the Manager from and against any and all damages and claims, including penalties, fines, costs, expenses and reasonable attorneys fees, incurred by reason of the performance of the Manager's duties hereunder or the written instructions of the Board, resulting

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from injury or alleged injury to person or property in, about or in connection with the Association from whatever cause, and from any liability of the Association, except such damage, claims, or liabilities that may result from the negligence, willful misconduct, fraud, misrepresentation, deceit, illegal conduct or breach of conduct by the Manager for which the Manager shall indemnify the Association.

3. Manager shall maintain insurance in an amount reasonably satisfactory to the Board of Directors, which approval shall not be unreasonably withheld. A certificate of insurance shall be provided to the Association following execution of this agreement.

N. MANAGEMENT FEES AND REIMBURSEMENTS

CMSI Management Inc. shall provide Management services as outlined herein at the rate of Nineteen Thousand Two Hundred Dollars (\$19,200.00) per year, due and payable in advance in monthly installments of One Thousand Six Hundred Dollars (\$1,600.00) on the first day of each month for the entire first term of the agreement. A late charge of 5% shall be added to invoices not paid after the 15th day of the month.

Additional costs to the Association, not included in the Basic Management Rate, are as follows:

- | | | |
|----|---|--|
| 1. | Initial Community Setup Fee
-Due with the first month's management fee | Waived |
| 2. | Printing, Copying | \$0.18 per page in house, or
per invoice from the printer |

Includes printing and copying of meeting packages & reports, letters and file copies, new owner packages, flyers, newsletters, directory, notices, Annual Meeting Packages, Resale Package Documents, etc.

- | | | |
|----|---|--|
| 3. | Postage | At Actual Cost |
| 4. | Certified Mail | \$5.00 per Certification plus
Postage |
| 5. | Delinquency Letters/ Violations Notices | \$5.00 each |
| 6. | Final Notice before turning over to Legal | \$25.00 each |
| 7. | Materials For Mailings
– includes envelopes etc. | At Actual Cost |

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8.	Labels	\$10 per page (30 labels)
9.	Community Mailings (handling charges)	\$0.50 per unit
10.	Coupon Books	\$6 per book + direct postage
11.	Pool/Parking/Recreation Administration	\$2.00 per pass
12.	Open bank accounts, CDs, T-Bills	\$25.00 per transaction
13.	Preparation of Resale Certificate & Disclosure Package	\$250.00 Paid by Association (Seller pays the Association)
14.	Resale Transfer Fee Association after collection from purchaser at closing - For close out and set up database files after unit resale - For coordination with settlement attorneys - For mailing new owner package	\$50.00 per lot, paid by
15.	Returned Check Processing Charge	\$35.00 paid by Association, and billed to check writer
16.	PUD Certificates For Mortgage Companies - Paid by Requestor directly to Manager	\$100.00 for 48-hour response
17.	Storage	\$5.00 per box per month
18.	Emergency calls outside office hours	\$10.00 per call
19.	Lease administration	\$50 per transaction
20.	Entry system maintenance	\$50 per transaction

(*) DENOTES SERVICE FEES THAT MAY CHANGE DURING CONTRACT TERM WITH WRITTEN NOTICE FROM MANAGER TO ASSOCIATION.

Charges for Additional and/or Optional Services - The following items are listed for informational purposes only. All services outlined in the contract are inclusive in the management fee unless specifically noted therein. The items listed below are disclosed for informational purposes and are at the sole discretion of the Board of Directors.

1.	Manager's Hourly Rate	\$ 95.00 per hour
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Comptroller/Assistant Manager's Hourly Rate \$ 65.00 per hour
Recording Secretary \$125.00 per meeting hour

- For Additional Meetings (three hour minimum charge)
- For Meeting Time In Excess Of Two Hours
- For Preparation And Attendance at Legal or Court Proceedings (three hour minimum)
- For Administration of Insurance Claims and/or Reconstruction (three hour minimum)
- For Baseline Architectural Inspections

2. CMSI Clerical Staff Rate \$ 45.00 per hour
 - For Sign -in At Community Meetings, Etc.
 - For Clerical or Other Assistance at Board or Community events

3. ALL ACCOUNTING AND RESEARCH ISSUES PERTAINING TO PREVIOUS
MANAGEMENT SHALL BE BILLED AT THE COMPTROLLER'S HOURLY
RATES.

VI. TERM AND TERMINATION

A. TERM

1. The initial term of this Agreement shall be for a period of twelve months, commencing on _____
1, 2015. It is agreed that during the month of _____, 2015, the
Manager shall proceed with a transition of management and setup for the Association and shall
not be responsible for day to day management.

2. It is further agreed that beginning _____, 2015 the Manager shall
assume day to day responsibility and shall work with the prior Manager to obtain needed
information, complete the transition audit and perform the final transition of records.

3. This Agreement shall automatically renew for an additional one year term unless prior
written notice is received by either party at least sixty (60) days prior to the renewal date. If this
agreement is allowed to renew, the management fee shall automatically increase by the greater of
3% or the approved budget line item for management fees approved by the Board of Directors.
Any decrease in management fees must be agreed upon by both parties and authorized by a duly
signed addendum to this Management Agreement.

B. TERMINATION – WITH OR WITHOUT CAUSE

This Agreement may be terminated without penalty with sixty (60) days notice by either party by providing written notice of intent to terminate at the address of either party as stated below. Notice must be by Certified Mail Return Receipt Requested or by email and served only to those parties authorized under this Agreement to accept notice.

C. NOTICE

Notice shall be given as follows:

For the Association:

President, Board of Directors

For The Manager:

Satish Joshi
President
CMSI Management Inc.
PO Box 220010
Chantilly, Virginia 20153-0010

Changes to the identity of the persons in this section, during the term of this agreement, shall be made only by addendum to this Agreement, signed by both parties.

D. TRANSITION

1. Upon termination of this agreement, the Manager shall deliver or make available, to the new Management Company or the Association Representative, all finalized records, including electronic records, of the Association, and shall make available said finalized records to the new Management Company or the Association Representative upon the last day of the Agreement. Those records that cannot be finalized until after bank statements have been received and reconciled shall be turned over no later than seven (7) business days after receipt of the last bank statement. The Manager may retain copies of records at its own expense.

2. The Manager shall cooperate and meet as needed with new management to complete transition to new management.

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3. The Manager shall send a notice to all owners using automatic debit for payments that this service shall be terminated at the end of the agreement and a new authorization must be sent to the management company selected by the Board.
4. The Manager shall forward all checks received after termination to the new management company within two (2) business days of receipt. Checks made out to the Manager shall be returned to the maker for correction with a note advising of the proper payee and address.
5. All funds shall be transferred to the new manager on the termination date with only enough retained to clear any outstanding checks or bank charges. Other account holders shall be notified of the change of mailing address for the association.
6. Upon notice of termination for any reason, the final month's management fee may be held without penalty until the termination date to ensure that services have been rendered to the Association through the termination date. Final payment to the Manager shall be made within ten (10) days of the termination date.

VII. MISCELLANEOUS

A. AMENDMENTS AND SEVERABILITY

This Agreement constitutes the entire agreement between the parties and no variance or modification shall be valid and enforceable except by an amendment to this Agreement in writing executed and approved in the same manner as this Agreement. Any part of the Agreement deemed to have no legal effect or deemed to be illegal shall be severed herefrom and the Agreement shall continue in full force and effect as if the severed part were never contained herein.

B. DEFINITION AND CONFLICTS

Capitalized terms herein shall have the meanings set forth in the Association's Governing Documents. Any conflict arising from this Management Agreement shall be governed in the following priority:

1. Declaration of Covenants, Conditions and Restrictions
2. Articles of Incorporation, if any.
3. Bylaws
4. Policy Resolutions
5. Board Decisions at regular meetings

C. ASSIGNMENT

This Agreement may be assigned by either party. Assignment shall include merger or sale of the company to or with another entity or a more than 51% change in ownership.

D. BREACH

In the event of a breach of this Agreement, the prevailing party shall be entitled to its costs and reasonable attorney's fees as determined by the court.

E. GOVERNING LAW AND BINDING EFFECT

This Agreement shall be construed under the laws of the Commonwealth of Virginia and shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

F. WAIVER OF BREACH

A waiver by the Association of any breach of any term or condition hereof shall not be deemed a waiver of any other, or any subsequent, breach.

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Signature Page

By affixing our signatures below, this Management Agreement is accepted by all parties on this _____ day of _____, 2015.

FOR THE ASSOCIATION:

Signature, Without Personal Recourse

Printed Name

Title

FOR THE MANAGER:

Satish Joshi
President
CMSI Management Inc.



The NATIONAL BOARD of CERTIFICATION
for COMMUNITY ASSOCIATION MANAGERS

hereby attests that

Satish Joshi

has met the education and examination standards established by NBC-CAM
and has agreed to abide by the Standards of Professional Conduct established for a

CERTIFIED MANAGER OF COMMUNITY ASSOCIATIONS®
CMCA

and is therefore entitled to all related benefits and privileges.

Pat Baason
Date

Chairman, NBC-CAM

Date

Thomas J. Miller
CEO, NBC-CAM

October 14, 2008

October 14, 2008

Certificate number
8392



COMMUNITY ASSOCIATIONS INSTITUTE

hereby attests that

Satish Joshi

has successfully met the standards of

ASSOCIATION MANAGEMENT
SPECIALIST

by demonstrating a commitment to his/her professional development
and meeting the criteria for this professional designation.

Thomas J. Aklin
CEO, Community Associations Institute

October 11, 2010

Date

5110

Certificate Number

This certificate is valid only as the holder remains in good standing

EXPIRES ON
06-30-2015

COMMONWEALTH OF VIRGINIA

9960 Mayland Dr., Suite 400, Richmond, VA 23233
Telephone: (804) 367-8500

NUMBER
0501000157

**COMMON INTEREST COMMUNITY BOARD
COMMON INTEREST COMMUNITY MANAGER LICENSE**

CMSI MANAGEMENT, INC.
SATISH JOSHI
14701 LEE HWY, SUITE 306
CENTREVILLE, VA 20121



Jay W. DeBoer
Jay W. DeBoer, Director

ALTERATION OF THIS DOCUMENT, USE AFTER EXPIRATION, OR USE BY PERSONS OR FIRMS OTHER THAN THOSE NAMED MAY RESULT IN CRIMINAL PROSECUTION UNDER THE CODE OF VIRGINIA.

(SEE REVERSE SIDE FOR NAME AND/OR ADDRESS CHANGE)

(POCKET CARD)

(DETACH HERE)

COMMONWEALTH OF VIRGINIA
COMMON INTEREST COMMUNITY BOARD
COMMON INTEREST COMMUNITY MANAGER LICENSE
NUMBER: 0501000157 EXPIRES: 06-30-2015

DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
9960 Mayland Dr., Suite 400, Richmond, VA 23233

CMSI MANAGEMENT, INC.
SATISH JOSHI
14701 LEE HWY, SUITE 306
CENTREVILLE, VA 20121



(FOLD)

ALTERATION OF THIS DOCUMENT, USE AFTER EXPIRATION, OR USE BY PERSONS OR FIRMS OTHER THAN THOSE NAMED MAY RESULT IN CRIMINAL PROSECUTION UNDER THE CODE OF VIRGINIA.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/26/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Frank D. Spicer Jr. Insurance Agency 11781 Lee Jackson Hwy Suite 220 Fairfax VA 22033		CONTACT NAME: PHONE (A/C, No, Ext): 703-385-5100 FAX (A/C, No): 703-385-4418 E-MAIL ADDRESS: eriespicer@aol.com	
		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company 20443 INSURER B: Erie Insurance Exchange 26271 INSURER C: INSURER D: INSURER E: INSURER F:	NAIC #

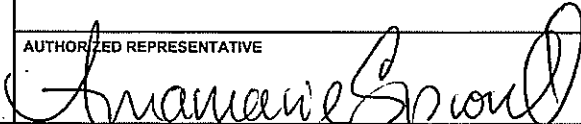
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	N	N	Q42-2150549	06/21/2015	06/21/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	Q30-2170214	06/21/2015	06/21/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Q90-2100564	06/21/2015	06/21/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Employee Dishonesty	N	N	596557537	03/16/2015	03/16/2016	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER CANCELLATION

For Information Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CMSI Management Inc.



BUSINESS REFERENCES

<p>Mr. Charles Waddell President Dumbarton Square Homeowners Assn, Inc. 929 Barton Oaks Place Herndon, VA 20170 Home 703-435-2520 charliewaddell@cox.net</p>	<p>Mr. Jeremy Powell, CPA Goldklang, Cavanaugh & Associates CPA 1801 Robert Fulton Drive, Suite 200 Reston, Virginia 20191 Office 703-391-9003 JPowell@ggroupcpas.com</p>
<p>Diane Hileman President Corinthian Condominium 1401 N Rhodes Street Arlington, VA 22209 Home 703-522-7383 DianeLeeHileman@gmail.com</p>	
<p>John Neufeld President Fairfax Crossroads Office Park Condominium 3603-C Chain Bridge Road, Fairfax, VA 22030 Work 703-385-9696 jneufeld@aol.com</p>	