

Clifton Management, Inc. February 23, 2018

Dear Directors of the Board:

It gives us great pleasure to offer our services as Community Association Managers to the ASSOCIATION. The enclosed packet is a prospectus of association management, as well as an overview of our qualifications. Please feel free to also review our web site at www.cliftonmanagement.com.

Our Principals have been residents of Volusia County since 1988 and have operated as a Community Association Management company since 1996.

Our company currently manages Arbor Oaks HOA (29), Arbor Trails HOA (33 units), Bayberry Lakes HOA (338 units), Canalview Place COA (88 units), Curran Shores North COA (18 units), Cypress Head Master HOA (575 units), Daytona Beach Harbour COA (72 units), Dunlawton Hills HOA (320 units), Indigo Woods COA (45 units), Jadewinds COA (18 units), Oak Meadow HOA (132 units), Oceanside Inn COA (123 units), Riverwood Plantation HOA (359 units plus voluntary), Sun Place COA (40 units) and Tuscany Woods HOA (203). Operating the above companies has allowed us to increase our expertise in dealing with owners, contracts, vendors, licensed professionals, city staff(s), and general contractors. As your Board is well aware, it is vitally important for an association manager to have a professional working relationship with several competent contractors in order to receive competitive bids for labor.

The following is a few of the projects we have worked with board members and owners to complete: Garage Reconstruction project (Oceanside Inn), Landscaping improvements with grant applications (Oceanside Inn), Entryway lighting/landscaping project (Cypress Head), Painting entire community (Oak Meadow and Indigo Woods), Dock restoration (Riverwood Plantation), Milling/Repaving (Canalview), and Painting and Carpentry (Jadewinds) Concrete Restoration (Curran Shores North) Clubhouse Restoration (Dunlawton Hills and Riverwood Plantation) Insurance Renewals/Mitigations/Appraisals (Daytona Beach Harbour).

As a growing Management Company, we are able to provide each of our Associations complete and comprehensive service that most other larger Companies are not able to offer.

Our affiliation with local municipal government and experience with the legal community will continue to provide a strong knowledge of local zoning laws, code enforcement requirements, and Florida Statutes pertaining to community associations.

Respectfully yours,

Sherry K. Clifton, CAM, Principal
Kathy Marcley, CAM

Community Association Managers

- Residential •
- Commercial •
- Property Management •
- Community Assoc. Management •

326 South Ridgewood Ave
Suite 14
Jaytona Beach, FL 32114
Tel. (386)767-5575

www.CliftonManagement.Com

SHERRY K. CLIFTON, CAM
2134 Pope Avenue
South Daytona, Florida 32119
(386)212-6876
sherryclifton@cliftonmanagement.com

EDUCATION:

Shamokin Area High School
Shamokin, PA 17872

Graduate: June 1988
Major: Business

OBJECTIVE:

To obtain a challenging position in the Community Association Management field in an atmosphere where I can enhance my management experience and acquire new ones.

EXPERIENCE:

2000- Present

Clifton Management, Inc

Daytona Beach, Florida; (386)767-5575

Job Title:

Community Association Manager (CAM), Owner of a Licensed Community Association Firm

Description:

Working together with office staff to provide expert management to over fifteen (16) condominiums and homeowners' association. Including, but not limited to, working with board of directors, vendors, insurance agents, contractors, accountants, suppliers, designers, city departments (grants/code/building/ect.), and committees to provide assistance in properly managing their communities. Word Perfect, Excel and Quick Books experience. Knowledge of Florida Statutes, condominium/homeowners' documents; noticing/attendance of board of directors meeting; collection process; enforcement of Rules and Regulations; preparing minutes; record keeping; telephone and written response(s)

1998-2000

Smith, Hood, Perkins, Louks, Stout & Orfinger, P.A

Daytona Beach, Florida; (386)254-6875

Job Title:

Legal Secretary to Torrance R. Perkins, Esquire, and Jeffery E. Bigman, Esquire

Description:

Coordinating and scheduling hearings; conferences; depositions; dictation; filing; filing pleadings; issuing subpoenas; telephone. Word Perfect experience. Insurance defense, medical malpractice defense.

1996-1998

Law Office of Johnson & Johnson

Daytona Beach, Florida; (386)252-3694

Job Title:

Legal Secretary/ Office Manager for Ronald N. Johnson, Esquire and R. Neil Johnson, Esquire

Description:

Light bookkeeping; drafting condominium documents; closing documents; warranty deeds; probate documents; scheduling; dictation; heavy typing; telephone; opening files; client contract; contact with insurance agents/adjusters; hiring temporary employees; ordering supplies. Microsoft Word experience. Real estate, personal injury, probate, family.

1995-1996

Law Office of Rotstein & Kerce

Daytona Beach, Florida; (386) 252-5560

Job Title:

Legal Secretary to Jonathan I Rotstein, Esquire.

Description:

Filing and drafting complaints and summons; serving complaint and summons to sheriff; joint stipulations and motions; notice of hearings. Macintosh experience. Personal injury, breach of contract and small claims/civil litigation.

1992-1995

Cameron, Marriott, Walsh & Hodges, P.A.

Daytona Beach, Florida; (386) 257-1755

Job Title:

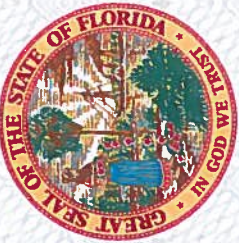
Legal Secretary to Scott Frank, Esquire, Scott Tepper, Esquire and James Chereskin, Esquire.

Description:

Assistant for three (3) associates; receptionist; filing all pleading. Word Perfect experience. Insurance defense, corporate law and personal injury/ civil litigation.

Reference letters available upon request; membership affiliation available upon request.

RICK SCOTT, GOVERNOR



JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
COMMUNITY ASSOCIATION MANAGERS

THE COMMUNITY ASSOCIATION MANAGER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

CLIFTON, SHERRY KATHLEEN

1326 S RIDGEWOOD AVE #14
DAYTONA BEACH FL 32114

LICENSE NUMBER: CAM22756

EXPIRATION DATE: SEPT EMBER 30, 2020

Always verify licenses online at MyFloridaLicense.com



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RICK SCOTT, GOVERNOR

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MARCLEY, KATHLEEN ANN

955 SAND CREST DRIVE
PORT ORANGE FL 32127

LICENSE NUMBER: CAM29014

EXPIRATION DATE: SEPTEMBER 30, 2020

Always verify licenses online at MyFloridaLicense.com



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RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
COMMUNITY ASSOCIATION MANAGERS



REGISTRATION NUMBER
CAB4444

The CAM FIRM

Named below IS LICENSED

Under the provisions of Chapter 468 FS

Expiration date SEP 30, 2017

CLIFTON MANAGEMENT, INC
1326 S. RIDGEWOOD AVENUE
DAYTONA BEACH, FL 32117

ISSUED: 07/08/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1507DR00000542

DUTIES OF MANAGER

The ASSOCIATION is a not-for-profit corporation with a managing board of directors. As such, the Association Manager must have a clear understanding of the goals and objectives of the Association and act in the Association's best interest at all times.

There are shares in the corporation, represented by units and owned by individuals whose primary goal is the enhancement of property values, quality of life and maintenance of common areas. It is the functions of the board of directors or the association manager to carry out the day to day activities that ensure the equity of the shareholder's investments. As the board has a fiduciary responsibility to the members of the association, it is critical that the association manager act in accordance with the board's wishes and the association's documents, with the primary motivation being the enhancement of property value, quality of life, and proper maintenance of common areas.

The duties of the association manager include, but are not limited to all the following:

Monthly board meetings

Prepare agenda items for board consideration. Any item that a board member requests to be on the agenda shall be included by the association manager for discussion by the board when given prior notice.

Attend all board meetings, membership meetings and other meetings directed by the board.

Prepare, mail, and post all notices for meetings as specified by the association documents and Florida Statutes.

Maintain minutes, records and all homeowner's affairs for seven (7) years as specified by Florida Statutes and insure immediate accessibility for all board members for inspection.

Financial Reports:

Presentation of complete quarterly financial report for board approval at each meeting that details bank records, paid and delinquent assessments, recommendations to the board for notices of noncompliance and all the monthly bills and expenditures.

Maintain all reserves in interest bearing accounts in banking institutions of association's choice.

Work with Certified Public Accountants to present quarterly budget to the board and yearly budget at the annual meeting of the membership preparation of annual corporate tax returns.

Provide common area maintenance:

Request for proposals will be solicited by the association manager for all major work provided to the association and submitted to the board for approval. At all times the association manager will negotiate for the best price and the best services.

Subcontractors will be supervised during all phases of work and strictly held to the terms of signed contracts with the association. Work not completed in a timely manner to quality expected or a price agreed upon will be questioned and remedied by the association manager.

Ensure that all areas of the association are maintained in a uniform and orderly manner to eliminate complaints of the membership.

Maintain a professional office in order to perform all of the day to day functions of the association ensuring compliances with all Federal, State, Local, and Document rules regulations and laws.

Track and pay all bills as approved by the board in a timely fashion.

Represent the association in a professional manner to all other businesses, municipalities, guests and members of the association.

Identify and initiate lien proceedings against homeowners who fail to pay their assessments in a timely fashion using a corporate attorney, or attorney of choice if the association has a preference.

OFFICE AMENITIES

Our Principal office is location at 1326 S. Ridgewood Ave. Suite 14, Daytona Beach, Florida, 32114. Our conference room is available for use by your Association in addition to your regular meeting area(s). Any emergency need for larger space can be secured at a local facility with additional cost to the Association.

Office hours are 9am-5pm, Monday through Thursday and Friday 9am-Noon. The phones are answered by a full time office manager who will also provide support services for the Association without any additional cost. Board members will also be provided with afterhours contact numbers for emergency purposes only.

Office equipped with six networked computers, laptop computers for meetings, video conferencing, the latest commercial quality digital photocopier and FAX machines and scanner, secondary laser printer, color inkjet printer and all other office technology. Windows XP installed on all computers, as well as Microsoft Office XP and many other productive business software including the most recent addition of QuickBooks Pro, the most productive accounting and business management software on the market.

Clifton Management, Inc. has a working relationship with an extensive collection of subcontractors in Volusia county that includes but is not limited to landscape contractors, including lawn maintenance, lake maintenance, lawn pest control, and landscape architects, swimming pool services, general contractors, roofing contractors, plumbing contractors, mechanical & structural engineers, architects, electrical contractors, HVAC contractors and licensed handyman for smaller jobs that need immediate attention.

FUTURE OF THE ASSOCIATION

All associations whether condominium/co-op, timeshare, or HOA are primarily concerned with the same prime principles: the enhancement of property values within the Association, an increase in the quality of life as it affects each individual unit owner, and the proper maintenance of common areas that defines the character of your neighborhood.

Increased absentee ownership deterioration of individual homes and poor supervision of common area maintenance have an adverse effect on investment of both money and time in your ASSOCIATION. It is the responsibility of the board of directors to hire an association manager committed to ensuring that the rules are enforced so that the individual units do not deteriorate, that the membership is dealt with fairness and courtesy so that quality of life is not diminished and that subcontractors earn your contract and properly maintain your common area.

As managers of your association, we will look forward to working with the board of directors and homeowners to implement procedures unique to your ASSOCIATION.

Thank you for your anticipated courtesy and consideration in the matter.

Respectfully Yours,

Sherry K. Clifton

Sherry K. Clifton

Community Association Manager

MANAGEMENT AGREEMENT

This management agreement, made and entered into on this (DATE) day of (DATE) and by and between the Board of Directors, herein referred to as the "BOARD", of the (CLIENT NAME) herein referred to as the "ASSOCIATION", not individually but collectively on behalf of all of the owners from time to time and on behalf of CLIFTON MANAGEMENT, INC., a Florida Corporation, (ISAOA, ATIMA) herein referred to as the "AGENT" having its principal office located at 1326 S. Ridgewood Ave, STE 14, Daytona Beach, FL 32114.

WITNESSETH

WHEREAS, the ASSOCIATION desires to retain and employ the AGENT as managing agent for the ASSOCIATION known as the (CLIENT NAME) which consists of (NUMBER) units. Said AGENT understands and agrees that the purpose of the CONDOMINIUM is the operation and management of the ASSOCIATION common properties. The AGENT fully agrees to confer totally with the BOARD in performance of its required duties as contained herein. The authority and tasks conferred upon said AGENT herein are confined to the general common elements and facilities, interests and properties of the ASSOCIATION.

ARTICLE I – MANAGEMENT

1.1 The BOARD hereby appoints the AGENT as managing AGENT for the ASSOCIATION.

1.2 The AGENT shall manage, operate, maintain and supervise the common properties of the ASSOCIATION in an efficient and manner satisfactory to the BOARD. The AGENT has a fiduciary relationship with the CONDOMINIUM and as such will act at all times for the proper protection and accounting for the assets of the ASSOCIATION. In this respect the AGENT assures the ASSOCIATION that any and all third parties shall be dealt with at an arm's length manner in order that the ASSOCIATION interests will be best served at all times.

1.3 The AGENT agrees to perform the following tasks:

1. Understand conditions and restrictions of the ASSOCIATION community, apply and enforce the Rules and Regulations of the ASSOCIATION as amended from time to time and the By-laws of the ASSOCIATION. Said enforcement will be carried out in the manner stipulated by the Documents of the ASSOCIATION and by the direction of the BOARD. Specifically, take the following actions:
 - a. Determine responsibility for violations.
 - b. Notify violators in accordance with proper procedures as defined in Rules and Regulations.
 - c. Follow up and resolve violation problem areas.
 - d. Insure any penalties assessed are paid and, if necessary, forward to legal to institute action to file lien.
2. Make (MONTHLY) on-site inspections to determine any violations as well as check status of lawn and shrubbery maintenance, required repairs, lighting defects, roadways, etc. The BOARD will appoint a representative to serve as the "on-site" liaison between the AGENT and the ASSOCIATION to assist in same.
3. Maintain ASSOCIATION records, reports, files in accordance with generally accepted accounting principles. This includes, but is not limited to, meeting minutes, corporate records, general ledger, journals, deposit slips, invoices, receipts, etc. This further includes complete cash management and monthly transfers to interest bearing reserve accounts. Prepare Monthly financial statements indicating initial balances, summary of income and withdrawals, and ending balances for each account for the preceding month. Monthly financial report shall be submitted to the BOARD on or before the fifteenth (15) day of the following month. Consolidate monthly reports into an annual financial report.
4. Prepare proposed annual budget and submit to BOARD at least 30 days prior to the beginning of each fiscal year; monitor expenses; pay recurring invoices promptly; pay any other bills which have been approved by the BOARD; consult with the BOARD for approval of any other invoices. AGENT shall supply all funds to pay penalties and/or interest in the event such acts are not performed in a timely manner.

5. Coordinate with accountant for audits and tax returns. Costs of audits and tax return preparation shall be responsibility of the ASSOCIATION.
6. Prepare annual corporate report for Secretary of State of Florida.
7. Collect and maintain records of monthly/quarterly fees, and special assessment fees; records and/or registers shall be maintained for each individual unit.
8. Notify owners whose assessments are not paid by end of billing period. Assess any necessary late charges.
9. Follow up and attempt to resolve delinquencies. Advise BOARD of delinquent owners who have failed to respond and, when directed, file lien. In cases deemed appropriate, advise BOARD to institute legal action of foreclosure.
10. Organize and coordinate annual meeting of owners.
11. Contract and manage service agreements. Handle all phases of contracting for services including writing specification, soliciting, analyzing and negotiating bids, and evaluating contractors' performance. Unless directed otherwise by the BOARD, the AGENT agrees to assist in obtaining at least two (2) competitive bids for authorized repairs and maintenance which involves a cost of more than \$1000. Any contracts deemed acceptable by the BOARD shall be signed by the BOARD president or the designated representative. Contracting for services for repairs and maintenance over \$25,000.00 will involve an additional management fee to be pre-determined between BOARD and AGENT.
12. AGENT shall hire, train, pay, negotiate with, supervise, and discharge whatever personnel may be required to maintain and operate the property on behalf of the ASSOCIATION and in accordance with the budget, job standards, and wage rates previously approved by the BOARD. All such personnel shall be subcontractors of the ASSOCIATION and not the AGENT, unless otherwise agreed to by the parties, and all salaries, taxes and other expenses payable to or on account of said employees shall be operation expenses of the ASSOCIATION and or the respective subcontractors.
13. AGENT shall, on behalf of the ASSOCIATION, execute and timely file all employee tax and other returns and do and perform all acts required of the ASSOCIATION as an employer under the Federal Insurance Contributions Act, The Federal Employment Tax Act, all applicable federal and local income tax laws and all other laws, regulations, and/or ordinances governing employment and payment of wages. The ASSOCIATION shall supply all funds to pay any taxes and/or workman's compensation insurance. AGENT shall supply all funds to pay penalties and/or interest in the event such acts are not performed in a timely manner.
14. Coordinate all aspects of ground maintenance, including but not limited to, maintenance of sprinkling systems, grass mowing, shrubbery addition, replacement, trimming. Inspect maintenance of all exterior portions of buildings and common areas which include walkways, roofing, lighting and parking areas noting deficiencies and coordinating appropriate remedial action with approval of the BOARD.
15. Attend regularly scheduled BOARD meetings, at least (NUMBER) per year, to report findings and action taken and make appropriate recommendations to resolve problems and/or improvements. AGENT will send notices of annual, semi-annual and special meetings to all members of the ASSOCIATION. Proxies will be prepared and solicited as appropriate. \$75.00 per hour for each additional meeting.
16. AGENT will coordinate any action deemed necessary to comply with any and all requirements affecting the premises placed thereon by any governmental authority having jurisdiction thereover, and order of the Board of Fire Underwriters or other similar bodies, subject to the same limitation. The AGENT shall not take any action under this paragraph so long as the ASSOCIATION is contesting or has affirmed its intention to contest any such order or requirement. The AGENT shall notify the ASSOCIATION by telephone as soon as possible and in writing no later than seventy-two (72) hours from time of receipt of said orders or requirements.
17. The AGENT will cause to be placed and kept in force all forms of insurance as required and defined in the Declaration or required by mortgagees of the units to protect the ASSOCIATION, its Members or

Mortgagees holding mortgages concerning villas, units or townhouses as their respective interests appear. All of the various types of insurance coverage required shall be placed with such companies, in such amounts, beneficial interests appearing therein, and shall be acceptable to mortgagees holding mortgages covering said units and approved by the ASSOCIATION. The AGENT will promptly investigate and make a written report as to all accidents or claims for damage relating to the management and maintenance operations of the ASSOCIATION, including any damage or destruction of the ASSOCIATION, the estimate cost of repair, and shall cooperate and make any reports required by any insurance company in connection therewith.

18. AGENT shall inform all members of the ASSOCIATION of such rules, regulations and notices as may be promulgated by the ASSOCIATION from time to time and ensure conformity with said rules, regulations and notices by members and guests.
19. AGENT will prepare any forms, reports, and returns for the ASSOCIATION which may be required by law in connection with the operation of the ASSOCIATION.

ARTICLE II - COMMENCEMENT

- 2.1 Commencement date for AGENT to perform tasks dictated by this AGREEMENT shall begin (DATE) and shall continue until terminated by procedure described in Article III.

ARTICLE III - TERMINATION

- 3.1 The term of this agreement shall be for a period of 12 MONTHS. Renewal of this agreement shall be executed in writing by the BOARD and AGENT THIRTY (30) days before the anniversary.
- 3.2 The AGENT may terminate this agreement with THIRTY (30) days written notice during the term of the AGREEMENT. If the BOARD or ASSOCIATION terminates or causes to be terminated this agreement FOR ANY REASON, the balance of the remaining management fees under Article IV, Section .1 and 4.2 must accompany said notice.
- 3.3 In the event a petition in bankruptcy is filed by or against AGENT or the ASSOCIATION, or in the event that AGENT or the ASSOCIATION shall make an assignment for the benefit of creditors to take advantage of any insolvency act, either party hereto may terminate this AGREEMENT without notice to the other.

ARTICLE IV - COMPENSATION

- 4.1 AGENT will be compensated for services rendered as described in this agreement (\$AMOUNT) per unit and/or (\$AMOUNT) per month for a total of (\$AMOUNT) per year.
- 4.2 AGENT will perform the following service at extra costs:
 - a. Mailings postage plus costs
 - b. Copies/Printing Pro rata cost
 - c. Newsletters Time plus cost
 - d. Attendance at extra BOARD meetings; permanent/extended on site supervision; participation relative to special assessments involving special meetings and services requiring extra bookkeeping and collection services; participation/supervision on special renovation or construction projects requiring additional services and/or time or other payments as may be negotiated by the parties and/or at \$75 per hour.
 - e. Postage Pro rata cost
 - f. Office Expenses Pro rata cost
 - g. Emergency Management Services \$10-\$25 After hours.
 - h. Court Attendance/Testimony \$100.00 per hour

ARTICLE V – FURTHER PROVISIONS

- 5.1 ASSOCIATION shall indemnify AGENT and hold it harmless from and against all claims, losses, and liabilities arising out of damage to property, or injury to, or death of persons (including the property and persons of the parties hereto, and their agents, subcontractors and employees) occasioned by or in connection with the Acts or Omissions of the ASSOCIATION or ASSOCIATION'S agents (other than the AGENT or Agent's employees or subcontractors), employees and subcontractors, and all costs, fees and reasonable attorney's expenses in connection therewith. The AGENT shall indemnify the ASSOCIATION and save it harmless from and against all claims, losses and liabilities arising out of all claims of any nature including, but not limited to, damage to property, or injury to, or death of persons (including the property and persons of the parties hereto, and their AGENT, subcontractors, and employees occasioned by or in connection with Acts or Omissions of the AGENT or AGENT'S employees, other than the ASSOCIATION or ASSOCIATION'S agents, employees or subcontractor(s), employees and subcontractors, and all costs, fees and reasonable attorney's expenses in connection therewith.
- 5.2 ASSOCIATION shall be responsible for cost of fidelity bond for AGENT.
- 5.2 AGENT acknowledges that its principal function is to represent the ASSOCIATION and all of its members in all matters of common interest. AGENT agrees to assist BOARD in its overall operation for betterment and improvement. Said assistance shall be in the form of professional opinions, suggestions, and guidance as related to living within a deed restricted community. AGENT shall at all times comply with all applicable local, state and/or federal ordinances, statutes and requirements as they affect the ASSOCIATION or the AGENT, and as they may be amended from time to time.
- 5.3 Agent Assigned to and responsible to the Association shall be: Sherry K. Clifton .
- 5.4 In any legal and/or equitable action or dispute arising out of the interpretation of the terms of and/or the circumstances surrounding the within Agreement, the prevailing party therein shall be awarded all costs, expenses and attorney's fees required for such and/or equitable action or dispute, including any costs expenses and attorney's fees on appeal.

IN WITNESS WHEREOF, the parties hereto have affixed their respective signature this (DATE) day of (DATE).

WITNESSES:

BOARD:

Name Position

Name Position

Name Position

CLIFTON MANAGEMENT, INC.

Sherry K. Clifton

CLIFTON MANAGEMENT, INC.

References

Randy Brubaker	Dunlawton Hills HOA Randybru@bellsouth.net
William Leondike	Oak Meadow HOA wleondike@cfl.rr.com
Barbara Reynolds	Indigo Woods COA breynol@att.net
William Arsenault	Arbor Trails HOA info@daytonawelcomecenter.com
John Portanova	Canalview Place COA/HOA johnportanova@outlook.com
Nick Tschantz	Curran Shores North COA njtschan@yahoo.com
Judy Ortiz	Oceanside Inn COA judyortiz00@gmail.com
Chris Soviero	Tuscany Woods HOA Chrissoviero.twhoa.@gmail.com
Dan Hunter	Cypress Head Master HOA dnlhnr50@gmail.com
Jim Bowyer	Riverwood Plantation HOA rphoa@jbowyer.com
Robert Linskey	Daytona Beach Harbour COA rlinskey@maine.rr.com
Diane Hawkins	Sun Place COA Dianehawkins56@gmail.com
Bill Kamer	Bayberry Lakes HOA Wkamer88@gmail.com
Tom Baldwin	Jadewinds COA Tombaldwin1212@gmail.com

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