

RESOURCE PROPERTY MANAGEMENT

MANAGEMENT AGREEMENT

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THIS AGREEMENT, made and entered into this 28th day of March, 2007, by and between **VILLAS DE GOLF ASSOCIATION, INC.**, a Florida corporation, (hereinafter referred to as "ASSOCIATION"), and **RESOURCE PROPERTY MANAGEMENT, INC.**, a Florida corporation (hereinafter referred to as "MANAGER").

WHEREAS, the ASSOCIATION is required to provide certain management for the operation of said Community.

NOW, THEREFORE, in consideration of the premises and covenants hereinafter set forth, and the sum of TEN DOLLARS (\$10.00) and other valuable consideration in hand paid by the parties hereto, each to the other, simultaneously with the execution and delivery of this Agreement, the receipt whereof is hereby acknowledged, the parties hereto covenant and agree as follows:

1. APPOINTMENT. The ASSOCIATION herewith retains and appoints the MANAGER as the exclusive manager of the Community known as Villas de Golf, consisting of certain common properties associated therewith by virtue of the Declaration of Condominium and addenda thereto, filed in the Public Records of Pinellas County and the MANAGER herewith accepts said appointment under the terms and conditions hereinafter provided.

2. AUTHORITY. The MANAGER fully understands that the function of the ASSOCIATION is the management of the Community and Common Elements; and the MANAGER agrees, notwithstanding the authority given to the MANAGER in this Agreement, to confer fully and freely with the Board of Directors of the ASSOCIATION in the performance of its duties as herein set forth. In all communications between MANAGER and the ASSOCIATION, MANAGER shall report to and take orders or directions only from the President, unless the Board of Directors designates another person to perform these functions. Likewise the Board of Directors shall give orders or directives only to the designated account representative of MANAGER. It is further understood and agreed that the authority and duties conferred upon the MANAGER hereunder are confined to the Common-Elements as defined in the Declaration of Condominium, and such portions of the Condominium apartments as may be controlled, inspected or maintained by the ASSOCIATION, or as may be required by the Declaration of Condominium. Such authority and duties shall not include management of apartments for Condominium unit owners.

3. EMPLOYEES. MANAGEMENT COMPANY shall employ a minimum of one (1) employee to carry out the duties as set forth in this Agreement.

4. DUTIES OF MANAGER. The services to be rendered by the MANAGER are set forth below. The MANAGER shall:

(A) Contracts. Solicit, analyze and compare bids, and negotiate contracts for approval and execution by the ASSOCIATION for the services of contractors for any requisite grounds maintenance, pool maintenance, janitorial services, landscaping, lighting, security services, audit and legal services and all other services as may be required for major repair or replacement of the Community Property.

All contractors will be hired in the name of, and at the expense of the ASSOCIATION and by approval of the ASSOCIATION.

(B) Monitor Contractors' Performances. Review the service contractors' performances and recommend changes based upon experience to provide greater efficiency and lower maintenance effort or cost.

(C) Materials and Supplies. Cause to be purchased, on behalf of the ASSOCIATION, all tools, equipment, supplies and materials as may be necessary or desirable for the maintenance and upkeep of the Condominium property. Such purchases shall be made in the name of the ASSOCIATION and not to exceed \$500.00 without consent of the ASSOCIATION.

(D) Application for Approval. Upon direction from the ASSOCIATION, process applications for approval in connection with transfers or leases of Condominium apartment units and submit to the ASSOCIATION such information as is necessary for the ASSOCIATION to approve or disapprove such applications. Such processing will be completed as fully as possible by the MANAGER not more than ten (10) days after the MANAGER has received the request for approval. Any costs involved in investigation shall be borne by the ASSOCIATION.

(E) Service and Complaints. Consider, and when reasonable attend to complaints of Unit Owners. If the MANAGER shall deem any such complaint unreasonable, it shall advise the Unit Owner of the reason for the opinion that the complaint is unreasonable. As a part of a continuing program, attempt to obtain full performance by the Unit Owners of all maintenance for which they are responsible.

(F) Notices. Prepare and send out Annual Meeting and Budget Meeting notices.

(G) Insurance. To present options to, and work with, the Board to enable it to cause all required insurance to be carried and maintained in full force and effect; which protects the ASSOCIATION, its members, and mortgagees holding mortgages covering residential apartments, as their respective interest may appear as required by the law, or as may be required by the applicable By-Laws or Declarations of Condominium.

(H) Restoration. Coordinate with the Board in identifying, and in completing, major restoration projects as directed by the Board of Directors. The MANAGER shall assist the ASSOCIATION in selecting a qualified engineer to specify and oversee the project completion, assist the ASSOCIATION in selecting a qualified contractor to complete the restoration project, attend all construction meetings and handle the administration of the project being performed by the ASSOCIATION's retained professionals; and work with the ASSOCIATION in presenting any insurance claims and/or administration of such claims in excess of \$50,000 which relate thereto. . ASSOCIATION specifically retains and employs MANAGER, notwithstanding any provision to the contrary, to act on behalf of ASSOCIATION regarding any restoration project and any related insurance claims in excess of \$50,000 and in consideration of such responsibility, ASSOCIATION agrees that MANAGER shall be paid a contingency fee as follows: Provided MANAGER is required to perform substantial additional work as outlined above in connection with such restoration

project, and or its related insurance claims, two percent (2%) of the total final contract amount including addendums and change orders. This provision shall remain in effect regardless of termination or cancellation of the agreement prior to the completion of the restoration project. If such termination or cancellation does occur prior to the completion of the project, and there is no related insurance claim, then MANAGER shall be entitled to compensation for work performed prior to termination based upon a formula which applies the two (2) percent fee to the pro-rated completed portion of the total final contract amount as determined by the engineer of record. Compensation for work completed prior to termination where there is a related insurance claim shall be the greater of the aforescribed pro-rated portion of the total final contract amount, or two (2) percent of any amount received by the ASSOCIATION from any insurance carrier, or self-insurance payment, or any payment made to any third party by an insurance company or by way of self insurance payment, or any payment made directly or indirectly to contractors, subcontractors, engineers, architects, etc. by any insurance company or by way of self-insurance, etc., regardless of whether these monies are received as a result of any form of settlement, mediation, negotiation, arbitration or litigation including appeals. In the event of breach of this agreement or default of this provision by either party, the non-prevailing party to any litigation shall be responsible for all legal fees, costs and expenses incurred by the prevailing party. [Note compensation to MANAGER for its assistance in pursuit of an insurance claim directly related to a restoration project, as set forth in this paragraph, shall apply in lieu of the provisions of Paragraph (G) set forth above.]

(I) Records. Cause to be maintained the ASSOCIATION'S Membership List; maintain all financial records and accounts required to be kept by the ASSOCIATION and render periodic statements to the Directors for all receipts and disbursements.

(J) Collection. Collect on behalf of the ASSOCIATION all assessments, monies and debts which may become due to the ASSOCIATION. Prepare first notice of delinquency to delinquent unit owners.

(K) Bills and Invoices. Check all bills received by the ASSOCIATION for services, work, and supplies ordered in connection with maintaining and operating the Condominium property and cause to be paid by the ASSOCIATION all such bills as and when the same shall become due and payable.

(L) Disbursements. Deposit all funds collected from Unit Owners into a bank account hereinafter described, established by the ASSOCIATION so that said funds may be withdrawn therefrom to pay all expenses of operation of the Community property. From the funds collected and deposited in the bank accounts as hereinafter provided, MANAGER shall cause the following to be disbursed regularly and punctually:

(1) Fire and other property insurance premiums, electrical, water, sewer, trash and similar charges; and the amount specified by the ASSOCIATION for allocation to reserves.

(2) The MANAGER'S compensation and reimbursement of additional expenses as may become due to MANAGER as provided herein.

(3) Other sums otherwise due and payable by the ASSOCIATION as operating expenses authorized to be incurred under the terms of this agreement.

(4) After disbursement in the order herein specified, any balance remaining in the bank account may be disbursed or transferred from time to time, but only as specifically directed by the Board of Directors in writing.

(5) MANAGER shall maintain a system of office records, books of account in regard to the MANAGER'S duties hereunder in a manner which complies with the requirements of Chapter 718, and in a manner approved by the ASSOCIATION. Such records shall be kept in the office of the MANAGER, and shall be available for inspection by the representative of the ASSOCIATION, by appointment, at reasonable times during normal business hours.

(6) The MANAGER shall furnish to the Board of Directors of the ASSOCIATION not later than the 20th day of each month, the following records and information for the preceding month/quarter:

(a) Statement of income and expenses, showing monthly and year-to-date expenditures as compared to current month and year-to-date budgets, with accounting to be done on a cash basis.

(b) Balance sheet showing cash balances for operating and reserve accounts.

(c) A list of the prepaid and delinquent accounts.

(d) A listing of all checks written.

(M) Budget. The MANAGER shall submit to the ASSOCIATION a proposed budget for the operation of the Condominium for the ensuing fiscal year. The budget shall serve as a supporting document for the schedule of assessments proposed for the new fiscal year and for expenditures hereunder. The ASSOCIATION shall furnish the MANAGER with the budget as adopted at least fifteen (15) days before the commencement of the fiscal year. The MANAGER at the ASSOCIATION'S expense shall transmit copies of the proposed budget to each member at least fourteen (14) days before the meeting at which the budget will be considered or as required by the By-Laws of the ASSOCIATION. The budget shall constitute a major control under which the MANAGER shall operate, and there shall be no material variances therefrom, except in the case of emergency repairs.

(N) Compliance with Official Orders. Take such action as may be necessary to cause compliance with any and all orders or requirements affecting the premises set forth by any Federal, State, County, Municipal or other governmental or regulatory authority having jurisdiction thereover, and the orders of the Board of Fire Underwriters or other similar bodies. The MANAGER shall not take any action under this Section, so long as the ASSOCIATION is contesting the order or requirement. The MANAGER shall promptly, and in no event later than seventy-two (72) hours from the time of their receipt, notify the Board of Directors of the ASSOCIATION in writing of all such orders and notices of requirements.

(O) Manager's Office. Maintain an office in Pinellas County, Florida, together with a local telephone number so that members or residents may contact the MANAGER or its employees during normal business hours. MANAGER shall provide services under this Agreement during normal business hours, Monday through Friday, holidays excepted, and on weekends, holidays and after hours, as required on an emergency basis. In addition, MANAGER shall maintain an answering service on a 24-hour basis for emergencies.

The initial address and telephone number of the MANAGER is:

**Resource Property Management
7300 Park Street
Seminole, Florida 33777
(727) 581-2662**

(P) Meeting Attendance. Attend eight (8) Board of Directors meetings and one (1) Annual Membership meeting per year. Meetings are to be held during normal office working hours. Should ASSOCIATION desire MANAGER to attend additional meetings, MANAGER shall be entitled to additional compensation as provided in Appendix A attached hereto.

(Q) Inspection of Property. MANAGER shall inspect property of the ASSOCIATION no less than one (1) time per week for monitoring of contracts and to ensure property is being properly maintained.

(R) Governmental Returns. Preparation and filing on behalf of the ASSOCIATION of governmental forms or reports. Assist and cooperate with ASSOCIATION'S accountant in the preparation and filing of income tax returns.

5. BANKING. The MANAGER, following the opening thereof by the applicable Board of Directors in a bank which is a member of the Federal Reserve System and in a manner to indicate the custodial nature thereof, shall maintain a separate bank account as MANAGER of the ASSOCIATION for the deposit of the ASSOCIATION'S monies with authority to draw thereon for any payments to be made by the MANAGER to discharge any liability or obligations incurred pursuant to this Agreement as provided in subparagraph 4 (K) above, all of which shall be subject to the limitation of this Agreement.

6. CONDOMINIUM ACT. The following information is provided in order to comply with Chapter 718.3025 of the Condominium Act:

(A) Reimbursable Expenses. In addition to the foregoing provisions of this Agreement, MANAGER shall be reimbursed for the following expenses; all postage, copying costs, long distance telephone charges and other items in Appendix A.

B) MANAGER shall provide services on the following schedule:

<u>Service to be Performed</u>	<u>Time Schedule</u>
Inspection of property.....	As specified
Supervise maintenance and repair of common areas	As required
Purchase materials and supplies.....	As required
Contract with subcontractors	As required and approved by ASSOCIATION
Process transfer and lease applications	As received
Place insurance coverage	Annually
Maintain records	Continual basis
Collect assessments.....	Monthly
Pay obligations	Monthly
Prepare budget.....	Annually
Prepare Annual Report	
- Summary of Receipts and Disbursements	Annually
Attend Board of Directors meetings.....	As Specified
Attend annual meeting.....	Annually

7. INDEMNIFICATION. The MANAGER shall not be liable to the ASSOCIATION for any loss or damage not caused by the MANAGER'S own gross negligence or failure to comply with its obligations hereunder. The ASSOCIATION will indemnify the MANAGER against and hold the MANAGER harmless from:

(A) Any loss, damages, costs and expenses (including reasonable attorneys' fees) sustained or incurred for injury to any person or property in, about and in connection with the Condominium property from any cause whatsoever.

(B) Any liability, damage, penalties, costs and expenses, statutory or otherwise, for any acts properly performed by the MANAGER pursuant to the instruction of the ASSOCIATION: provided, in each of the foregoing instances, the MANAGER promptly advises the ASSOCIATION of its receipt of information concerning such injury and the amount of any such liability, damages, penalties, costs and expenses. The ASSOCIATION shall carry liability insurance (with limits acceptable to the MANAGER in its reasonable judgment), will include the MANAGER as a party insured under the liability policy, and will deliver a copy of such liability policy to the MANAGER or certificate evidencing same.

8. TERM. The commencement date of this agreement shall be May 1, 2007. The initial term of this agreement shall be one (1) year from the commencement date described above. At the end of the initial term, this Agreement shall automatically renew for successive one (1) year periods.

9. TERMINATION.

(A) Cancellation. This Agreement may be terminated by either party upon thirty (30) days prior written notice with or without cause.

(B) Bankruptcy. In the event a petition in bankruptcy is filed by or against MANAGER, or in the event that it shall make an assignment for the benefit of creditors or take advantage of any insolvency act, either party hereto may terminate this Agreement with notice to the other.

(C) Accounting. Upon termination, the contracting parties shall account to each other with respect to all matters outstanding as of the date of termination, and the Association shall furnish the MANAGER security, satisfactory to the MANAGER, against any outstanding obligation or liability which the MANAGER may have incurred hereunder.

10. COMPENSATION.

(A) Management Fee. As compensation for the services to be provided hereunder, ASSOCIATION agrees to pay MANAGER a fee of \$ 1,479.00 per month during the first year of the term hereof. MANAGER shall be entitled to increase the monthly fee by the amount of five (5%) percent for each successive year thereafter. This increase may be negotiated. It is agreed that the Association shall reimburse the MANAGEMENT COMPANY monthly in advance for this service.

(B) Other Charges. Services beyond the scope of this Agreement shall be compensated in the amounts indicated on Appendix A attached hereto.

11. OBLIGATION. This Agreement shall inure to the benefit of parties and constitute a

binding obligation upon the contracting parties, their respective successors and assigns.

12. ADDITIONAL PROVISIONS.

13. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the contracting parties, and no variance or modification thereof shall be valid and enforceable, except by supplemental agreement in writing, executed and approved in the same manner as this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Signed, Sealed and delivered in the presence of:

RESOURCE PROPERTY MANAGEMENT

BY: _____

Officer

DATE: _____

3/28/07

VILLAS DE GOLF ASSOCIATION, INC.

BY: _____

Officer

DATE: _____

3/28/07

ATTEST: _____

Secretary

DATE: _____

3/28/07

(CORPORATE SEAL)

RESOURCE PROPERTY MANAGEMENT

APPENDIX A

Schedule of itemized charges for services not included in basic management agreement. These items are subject to change based upon increased cost, etc. *These charges may not be applicable for an on site account using their own equipment.*

<u>Item</u>	<u>Standard Charge</u>
Additional Board Meetings.....	\$40.00 per hour
Insurance Claim/Non Routine Building Restoration Administration in excess of \$50,000.00.....	2% of Total Cost of Project
Court appearances, depositions or consultations with attorneys in connection with litigation filed or proposed on behalf of or directed at the Association.....	\$40.00 per hour \$100.00/hr.-Officer
Payroll Administration Expenses: (Includes Federal and State taxes, workman's compensation insurance, payroll processing, Cobra administration, etc.):	
Maintenance Personnel	31%
Management /Clerical Personnel.....	23.5%
Non-Routine Typing.....	\$8.00/page
Minutes/Stenographer	\$25.00/\$50.00
Records Storage.....	\$5.00 per box/\$25.00 min annual fee
Storage Cartons	\$1.75 each
Lease, Sale & Guest Applications	\$7.00 each
Fax	\$1.00 each
Material Reproduction:	
Black & White	\$0.12 per copy
Color	\$0.25 per copy
Scanning.....	\$0.08 per copy
Labels	\$0.10 each
File Folders.....	\$0.10 each
Envelopes.....	\$0.10 each
Colored paper.....	\$0.15 each
Vendor checks.....	\$0.15 each
Postage.....	at cost
Long distance	at cost
Coupon Books	\$4.25
Lien preparation / certified notification	\$35.00 / Pre-Lien Letter
1099 preparation	\$7.50/vendor
Delinquency Notices	\$0.25 each
Return check process fee.....	\$10.00
Special Assessment processing	\$3.00/unit
Vehicle Database Entry & Maintenance.....	\$3.00/Initial card, \$1.00/card updates
Additional services can be provided at a negotiated rate.	

Effective June 1, 2009