

**RESOURCE PROPERTY MANAGEMENT, INC.**  
**MANAGEMENT AGREEMENT**

THIS AGREEMENT made and entered into this 1st day of December 2012, by and between **SUNSET VILLAGE, INC., d/b/a SUNSET PALM MOBILE HOME PARK**, a Florida corporation, (hereinafter referred to as "CO-OP"), and **RESOURCE PROPERTY MANAGEMENT, INC.**, a Florida corporation, (hereinafter referred to as "MANAGER").

WHEREAS, the CO-OP is the governing body for Homeowners of Sunset Village, Inc., hereinafter referred to as the "COOPERATIVE" located in Pinellas County, Florida.

WHEREAS, the CO-OP is required to provide certain management for the operation of said COOPERATIVE.

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 CO-OP herewith appoints the MANAGER as the exclusive manager of the COOPERATIVE known as Sunset Village, Inc. consisting of buildings and certain common properties associated therewith by virtue of the CO-OP Documents 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 CO-OP is the management of the COOPERATIVE 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 CO-OP in the performance of its duties as herein set forth. In all communications between MANAGER and the CO-OP, 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 or 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 CO-OP Documents, and such portions of the COOPERATIVE mobile homes as may be controlled, inspected or maintained by the CO-OP, or as may be required by the CO-OP Documents. Such authority and duties shall not include management of mobile homes for COOPERATIVE Shareholders.

**3. EMPLOYEES.** MANAGER is in the specific business of community CO-OP management. MANAGER is not an employee leasing company. The MANAGER shall employ in its own name, or shall utilize leased employees, all personnel necessary for the efficient discharge of the duties of the MANAGER hereunder. It is expressly understood that decisions regarding the staffing level and compensation rate for the employees shall be established by CO-OP. Those employees of the MANAGER who handle or are responsible for the handling of the CO-OP'S monies, shall be bonded by a fidelity bonding company acceptable to both the MANAGER and the Board of Directors of the CO-OP. The CO-OP shall be obligated to reimburse MANAGER, as the

expense is incurred., for payroll costs for on-site labor to include gross wages plus: Federal and State taxes, workers compensation insurance, payroll processing expense, and COBRA administration. The reimbursement shall be calculated on the basis of twenty-three and a half percent (23.5%) of clerical and management, twenty-nine percent (29%) for maintenance and security of the gross wages paid per employee and shall be reimbursed to MANAGER. It is understood that this percentage charge is subject to change at any time due to changes in Federal and State tax rates, Worker's Compensation, etc. The CO-OP shall reimburse MANAGER for employee group health and Insurance at MANAGER'S cost. Any increase will require a thirty (30) day notification prior to effective date.

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

- A. **Personnel.** Provide all persons necessary in order to properly maintain and operate the COOPERATIVE. Job descriptions for all employees setting forth tiers such as duties, hours of employment and other such matters shall be approved by CO-OP. Such personnel shall in every instance be in the MANAGER'S and not in the CO-OP'S employ, however, MANAGER shall not discharge any employee without the prior approval of CO-OP unless failure to discharge would result in legal liability to MANAGER. MANAGER is an equal opportunity employer. MANAGER will not make decisions on hiring or retention of employees on the basis of age, race, national origin, sex, disability or marital status. Should an employee of the MANAGER prove to be unsatisfactory to the Board of Directors, it may demand that the employee be transferred or discharged and MANAGER shall accommodate such request as long as such transfer or termination will not result in legal liability to MANAGER.
- B. **Maintenance and Repair.** Cause the COOPERATIVE property to be maintained and kept in an appropriate state of repair, including interior (exclusive of interior of individually owned mobile homes) and exterior cleaning and cause necessary repairs and alterations to the COOPERATIVE to be made, including but not limited to, electrical, plumbing, carpentry, masonry, elevator, public space, redecorating of public areas, roofs and such other incidental alterations or changes therein as may be proper, subject only to the limitations contained in this Agreement or to the Governing Documents of the CO-OP and in accordance with all governmental permit and license requirements.
- C. **Material and Supplies.** Cause to be purchased, on behalf of the CO-OP, all tools, equipment, supplies and materials as may be necessary or desirable for the maintenance and upkeep of the COOPERATIVE property. Such purchases shall be made in the name of the CO-OP and not to exceed \$500.00 without consent of the CO-OP.
- D. **Application for Approval.** Upon direction from the CO-OP, process applications for approval in a c t i o n with transfers or leases of COOPERATIVE mobile homes and submit to the CO-OP to approve or disapprove such application. Such processing will be completed as fully as possible by the MANAGER not more than twenty (20) days after the MANAGER has received the request for

approval. Any direct costs involved in investigation shall be borne by the CO-OP.

- E. **Contracts.** Subject to approval by the Board of Directors, cause to be entered into contracts on behalf of the CO-OP for electricity, gas, air-conditioning, fuel, water treatment, elevator, telephone, window cleaning, rubbish removal, vermin extermination and other services or such of them as shall be reasonably required. All independent contractors will be hired in the name of, and at the expense of the CO-OP.
- F. **Service of Complaints.** Consider, and when reasonable, attend to complaints of Residents. If the MANAGER shall deem any such complaint unreasonable, it shall advise the Shareholders of the reason for the opinion that the complaint is unreasonable. As a part of a continuing program. Manager will attempt to obtain full performances by Shareholders of all maintenance for which they are responsible. *CONSIDER WRITTEN COMPLAINTS AND RESPOND WITHIN FIVE (5) DAYS.*
- G. **Notices.** Cause to be prepared and send out all letters, reports, and notices in a timely manner and in accordance with Florida Statute
- H. **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 CO-OP, its members, and mortgagees holding mortgages covering residential units, as their respective interest may appear as required by the law, or as may be required by the applicable governing documents.
- I. **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 CO-OP in selecting a qualified engineer to specify and oversee the project completion, assist the CO-OP 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 CO-OP's retained professionals; and work with the CO-OP in presenting any insurance claims and/or administration of such claims in excess of \$50,000 which relate thereto. CO-OP specifically retains and employs MANAGER, notwithstanding any provision to the contrary, to act on behalf of CO-OP regarding any restoration project and any related insurance claims in excess of \$50,000 and in consideration of such responsibility, CO-OP 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 percent (2%) 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 percent (2%) of any amount received by the CO-OP 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 (H) set forth above.]

- J. **Records.** Maintain a system of office records, financial records, and CO-OP'S membership list in a manner which complies with the requirements of Chapters 723 and 719, and in a manner approved by the CO-OP. Such records shall be kept in the office of the MANAGER, and shall be available for inspection by the representative of the CO-OP, by appointment; at reasonable times, during normal business hours. MANAGER shall store the current and prior year's records.
- K. **Audit.** Cooperate with CO-OP'S accountants with regard to any audit of the financial records of the CO-OP.
- L. **Governmental Returns.** Prepare and file on behalf of the CO-OP of any Governmental forms or reports. Assist and cooperate with CO-OP'S accountant in the preparation and filing of income tax returns.
- M. **Collection:** Collect on behalf of the CO-OP all assessments, monies and debts which may come due to the CO-OP. As and when directed by the Board of Directors of the CO-OP and MANAGER shall take such action in the name of the CO-OP by way of legal process or otherwise as may be required for the collection of delinquent monthly assessments.
- N. **Bills and Invoices.** Verify all bills received by the CO-OP for services, work, and supplies ordered in connection with maintaining and operating the COOPERATIVE and cause to be paid by the CO-OP all such bills as and when the same shall become due and payable.
- O. **Disbursements.** Disburse regularly and punctually the following from the funds collected and deposited in the bank accounts as hereinafter provided:
  - (1) Fire and other property insurance premiums, electrical, water, sewer, trash and similar charges; and the amount specified by the CO-OP for allocation to reserves.
  - (2) The MANAGER'S compensation, and reimbursement of on-site employees'

salary and salary expenses.

- (3) Other sums otherwise due and payable by the CO-OP 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.

P. **Financial Reporting.** Furnish to the Board of Directors of the CO-OP not later than the 12<sup>th</sup> day of each month, the following financial information for the preceding month:

- (1) 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 modified accrual basis.
- (2) Balance sheet.
- (3) A list of the prepaid and delinquent maintenance fee accounts.
- (4) A listing of all checks written.
- (5) Bank account reconciliation.
- (6) Expense Trial Balance

Q. **Budget.** Submit to the CO-OP a proposed budget for the operation of the COOPERATIVE for the ensuing fiscal year at least ninety (90) days before the beginning of each new fiscal year. The budget shall serve as a supporting document for the scheduling 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 CO-OPS 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 CO-OP. The budget shall constitute a major control under which the MANAGER shall operate, and there shall be no material variances therefrom, except such as may be sanctioned in writing by the CO-OP or except in the case of emergency repairs.

R. **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 CO-OP is contesting the order or requirement. The MANAGER shall promptly, and in no event later than 72 hours from the time of their receipt, notify the Board of Directors of the

CO-OP in writing of all such orders and notices of requirements.

- S. **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**, except holidays, and emergency service on weekends, holidays and after hours, as required, In addition, MANAGER shall maintain an emergency response system on a 24-hour basis for emergencies. The initial address and telephone number of the MANAGER is:

Resource Property Management, Inc.  
7300 Park Street  
Seminole, FL 33777  
Phone (727) 581-2662  
Fax (727) 584-2118

- T. **Meeting Attendance.** Attend Board of Directors meetings. Attend budget adoption and annual membership meetings annually.

**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 CO-OP for the deposit of the CO-OP'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(N) above, all of which shall be subject to the limitation of this agreement.

**6. COOPERATIVE ACT.** The following information is provided in order to comply with Chapter 719 of the COOPERATIVE Act.

- (A) Reimbursable Expenses. In addition to the foregoing provisions of this Agreement, MANAGER shall be reimbursed for the following expenses; postage, facsimile, reproduction, cost of printed checks, coupons, long distance telephone charges, employee advertising expenses, and employee drug testing and background check expenses.
- (B) MANAGER shall employ one full-time licensed community CO-OP manager to provide its services hereunder.
- (C) MANAGER shall provide services on the following schedule:

**Service to be Performed**

Employ personnel  
Inspect property to monitor and coordinate maintenance and repair of common areas  
Purchase materials and supplies  
Contract with subcontractors  
Process transfer & lease applications  
Place insurance coverage

**Time Scheduled**

*As required*  
*Minimum weekly or as needed*  
*As required*  
*As required and approved by CO-OP*  
*As required*  
*Annually*

|   |                                  |
|---|----------------------------------|
| Maintain records                        | <i>Continual Basis</i>           |
| File government reports                 | <i>As dictated by Government</i> |
| Collect assessments                     | <i>Monthly</i>                   |
| Pay obligations                         | <i>Monthly</i>                   |
| Prepare Budget                          | <i>Annually</i>                  |
| Prepare Annual Report                   |                                  |
| - Summary of Receipts and Disbursements | <i>Annually</i>                  |
| Attend Board of Directors meetings      | <i>Monthly</i>                   |
| Attend Annual and Budget meetings       | <i>Annually</i>                  |

**7. INDEMNIFICATION.** The MANAGER shall not be liable to the CO-OP for any loss or damage unless it is caused by and results from either of the following occurrences (each being referred to herein as a "Manager Liability"): a) a material breach by the MANAGER of this Management Agreement which shall not be timely corrected (a "breach"); or b) the gross negligence of the MANAGER or an agent or employee of the MANAGER (a "negligent act"); or c) the violation of any law by the MANAGER or any agent or employee of the MANAGER (a "violation"). The MANAGER will indemnify and hold the CO-OP, its directors, officers, members and employees, from and against any claim, lawsuit, action, liability, damages, loss and expense, including but not limited to reasonable legal fees and costs, caused by and resulting from a Manager Liability.

The CO-OP will indemnify and hold the MANAGER, its directors, officers, members and employees, from and against any claim, lawsuit, action, liability, damages, loss and expense, including but not limited to reasonable legal fees and costs, caused by and resulting from any occurrence described below:

- (A) A material breach by the CO-OP of this Management Agreement which shall not be timely corrected;
- (B) The negligence of the CO-OP, its Board of Directors, Officers and members;
- (C) The violation of any law by the CO-OP or any Board Member, Officer or member of the CO-OP;
- (D) Injury to any person or property in, about and in connection with the properties of the CO-OP from any cause whatsoever, unless directly caused by a Manager Liability; or
- (E) Any act properly performed by the MANAGER pursuant to the instruction of the CO-OP; provided, in each of the foregoing instances, the MANAGER promptly advises the CO-OP of its receipt of information concerning such injury and the amount of any such liability, damages, penalties, costs and expenses.

The CO-OP shall maintain during the term of this Management Agreement, at its expense, policies of insurance coverage issued by good and reputable carrier(s) for general liability coverage, Directors and Officers liability coverage and fidelity bond insurance (all with limits acceptable to the MANAGER in its reasonable judgment), and shall cause the MANAGER to be named as an additional insured under all such policies and will deliver a copy of each such policy, or certificate evidencing same, to the MANAGER.

**8. TERM.** The commencement date of this agreement shall be January 1, 2013. 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 the CO-OP upon thirty (30) days prior written notice with or without cause. Additionally MANAGER may terminate this Agreement upon sixty (60) 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 CO-OP 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, CO-OP agrees to pay MANAGER a fee of \$2625.00 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. The 5% increase may be negotiated.
- (B) Other Charges. Services beyond the scope of this Agreement shall be compensated in the amounts indicated on Appendix A attached hereto.

**11. SECURITY.** MANAGER shall not in any way be considered an insurer or guarantor of security within the property, Neither shall MANAGER be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. The Board of Directors on behalf of CO-OP, all owners and occupants of any dwelling, tenants, guests and invitees of any owner, acknowledge that MANAGER does not represent or warrant that any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices, or other security systems (if any are present) will prevent loss by fire, smoke, burglary, theft, hold-up or otherwise, nor that such measures or equipment will in all cases provide the detection or protection for which the system is designed or intended. The Board of Directors acknowledges and understands that MANAGER is not an insurer and that each owner and occupant of any unit and each tenant, guest and invitee of any owner assumes all risks for loss, or damage to persons, to units and further acknowledges that MANAGER has made no representations or warranties nor has CO-OP, any owner, occupant, tenant guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices or other security systems recommended or installed or any security systems recommended or installed or any security measures undertaken within the property.

**12. OBLIGATION.** This AGREEMENT shall inure to the benefit of parties and constitute a binding obligation upon the contracting parties, their respective successors and assigns.

**13. ADDITIONAL PROVISIONS.** A full time property manager shall be on-site forty (40) hours per week during the following hours; Monday through Friday, between 8:00 AM to 4:30 PM, except for holidays, vacation, sick days, and on weekends. The on site office shall be provided by the CO-OP with a local telephone number so that members or residents may contact the property manager during posted business hours. The CO-OP shall reimburse the MANAGER for all costs related to the property manager separate and apart from the management fee. Additionally, the CO-OP, at its discretion, will have the authority to make adjustment regarding the on site property manager as it deems necessary with reasonable notification to the MANAGER. Please see Appendix B attached hereto.

**14. 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, INC.

BY:   
Chief Executive Officer

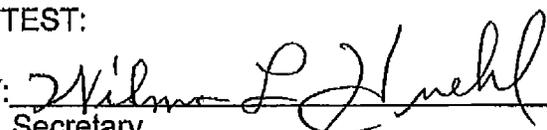
DATE: 11/28/12

SUNSET VILLAGE, INC., d/b/a SUNSET PALM MOBILE HOME PARK

BY:   
President

DATE: 11/29/2012

ATTEST:

BY:   
Secretary

Revised  
DATE: 11-29-12

**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. No increase in the below listed costs will incur without a minimum thirty (30) day notice. *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<br>(Association has the right to opt out of the 2% provision on a case by case basis, by written notification to Manager). |
| 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<br>\$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%  |
| Health Insurance: Choice of 50%/75%/100% contribution towards each f/t employee's medical insurance plus cost of minimal life insurance policy.                   |  |
| 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.....   | \$0.12 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.....  | Standard postage rates   |
| Long distance .....   | at cost  |
| Coupon Books .....  | \$4.50   |
| 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   |
| Annual Unit Owner Insurance Tracking.....   | \$5.00 per door, if applicable   |
| Estoppel Letter, Welcome Package.....   | \$108.00*  |
| * Not an Association expense. Cost to be paid by 3 <sup>rd</sup> party. Rates subject to change based on contract provisions with 3 <sup>rd</sup> party provider. |  |
| Additional services can be provided at a negotiated rate.   |  |

*Effective March 20, 2012*

**APPENDIX B**

**Full time On-site Manager**

- Employ a licensed community association manager for forty (40) hours per week. The following is a breakdown of our charges using an average rate of \$800.00 per week.

|                                       |                                    |
|---------------------------------------|------------------------------------|
| • 40 hours per week @ \$800.00        | \$ 800.00                          |
| • Payroll Burden @ 23.5%              | <u>188.00</u>                      |
| Sub-total                             | 988.00 x 52 weeks/12 = \$ 4,281.33 |
| Monthly Health Insurance              | 109.25                             |
| Monthly Life Insurance                | <u>10.00</u>                       |
| Total Monthly Cost for On-site manger | \$ 4,400.58                        |

- The cost for the services of Resource Property Management to perform all the accounting functions i.e. collections of maintenance fees, preparation of monthly financial reports, paying of bills, reminder notices and supervision is as follows:

- Approximately \$5.05 per lot, per month for 520 lots \$ 2,625.00

**TOTAL MONTHLY COST \$ 7,025.58**

2019 Amendment to 2012 RPM agreement

**MANAGEMENT AGREEMENT ADDENDUM**

**WHEREAS**, the SUNSET VILLAGE, INC., a Florida corporation, (hereinafter referred to as "ASSOCIATION") and RESOURCE PROPERTY MANAGEMENT, INC., a Florida corporation (hereinafter referred to as "MANAGER") entered into a MANAGEMENT AGREEMENT on December 1<sup>st</sup>, 2012, (hereinafter referred to "AGREEMENT") and

**WHEREAS**, ASSOCIATION and MANAGER desire to amend AGREEMENT

**NOW, THEREFORE**, Section 4, DUTIES OF MANAGER, paragraph A, PERSONNEL shall be amended to read as follows:

Provide all persons necessary in order to properly maintain and operate the COOPERTIVE. Such personnel shall in every instance be in the MANAGER'S and not the CO-OP'S employ. MANAGER is an equal opportunity employer. MANAGER will not make decisions on hiring or retention of employees on the basis of age, race, national origin, sex, disability or marital status. Should an employee of the MANAGER prove to be unsatisfactory to the Board of Directors, it may demand that the employee be transferred or discharged and MANAGER shall accommodate such request as long as such transfer or termination will not result in legal liability to MANAGER.

All other terms and conditions of AGREEMENT shall remain as written.

RESOURCE MANAGEMENT, INC.

BY: *Doreen Thomas*                      DATE: 4/16/19  
Officer

SUNSET VILLAGE, INC., d/b/a SUNSET PALM MOBILE HOME PARK

BY: \_\_\_\_\_                      DATE: \_\_\_\_\_  
Officer

ATTEST:

BY: \_\_\_\_\_                      DATE: \_\_\_\_\_  
Secretary

(CORPORATE SEAL)

October 26, 2022

Dear Valued Client,



With budget season in full swing, many of our Condominium and COOP communities are facing significant increases in fees driven by two factors: unprecedented escalation of insurance premiums and legislative changes due to the "Surfside Bill".

**Insurance**

Increases in insurance premiums continues to be an extremely challenging part of any association's budget preparation. CEOMC, a community association advocacy group representing approximately six million homeowners in Florida, is working with legislators to improve the insurance options available to communities. The Governor recently announced a "Special Session" prior to the end of the year to address insurance. We hope that once Tallahassee steps in to deal with the insurance crisis, our communities will have some relief from the staggering increases in premiums.

**"The Surfside Bill"**

As most of you are aware, the Florida Legislature and Governor DeSantis expanded their agenda to include new Surfside legislation during a special session last spring.

While we agree that changes were needed to prevent this unimaginable tragedy from occurring again, the Bill that passed will have significant adverse effects on community associations beyond what the legislators imagined.

During the past several months, CEOMC, along with many of the stakeholders involved in the new legislation, has been working behind the scenes to educate and advise our legislators of these unintended consequences. Many industry leaders have coordinated their efforts to affect change in what we hope will be a more realistic approach to reserve funding and building structural reports.

As we move into the 2023 legislative session, we will be communicating with you regarding our progress and to enlist your help. CEOMC represents over 25% of the population within the State of Florida. Your voice matters.

**RPM fees:**

RPM remains dedicated to delivering quality services at the most cost-effective price. Like our clients, we are faced with the rising costs of supplies, insurance, utilities and a difficult job market. Considering the inflationary factors affecting us all, and after review of our fees, we have determined that an increase in fees charged per the attached "Appendix A" is warranted. This updated fee schedule is effective as of December 1<sup>st</sup>, 2022. We have color coded the changes as follows:



RPM is aggressively exploring cost savings ideas including new technologies that will streamline the reserve analysis process, improve electronic communication, simplify electronic voting and a host of other strategies all aimed at improving efficiency and cost effectiveness. More details to follow.

Sincerely,  
RESOURCE PROPERTY MANAGEMENT, INC.

A handwritten signature in black ink, appearing to read "Debra Reinhardt", is written over the typed name and title.

Debra Reinhardt, CMCA, AMS, PCAM®  
Chief Executive Office

AAMC® ACCREDITED ASSOCIATION MANAGEMENT COMPANY

WWW.RESOURCEPROPERTYMANAGEMENT.COM

**ASSOCIATION NAME HERE**  
**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. No increase in the below listed costs will incur without a minimum thirty (30) day notice. *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   |
| <i>(Association has the right to opt in the 2% provision on a case-by-case basis, by written notification to Manager).</i>  |   |
| Court appearances, depositions or consultations with attorneys in connection with litigation filed or proposed on behalf of or directed at the Association.....   | [REDACTED]  |
| Dedicated Personnel Administration Expenses: (includes but is not limited to salaries, employer tax obligations, and workers compensation expenses and fees to the third-party employee leasing and payroll processing service, together with an administration fee. Excludes pre-employment screening):  |   |
| Dedicated Maintenance Personnel.....  | 32%   |
| Dedicated Management /Clerical Personnel.....   | 24%   |
| Health Insurance Expenses for Full-Time Dedicated Personnel: Client contribution is equal to current RPM corporate contribution for medical insurance and a minimal life insurance policy. Employee must work 30 or more hours per week to be eligible to enroll in the insurance on the 1 <sup>st</sup> of the month following sixty (60) days with RPM. |   |
| Minutes - [REDACTED]  | [REDACTED]  |
| Records Storage.....  | \$8.00 per box/\$50.00 min annual fee   |
| Electronic Storage.....   | \$25.00/month   |
| Pickup or Retrieval of Storage Box(s) - each box.....   | \$50 each way   |
| Storage Cartons.....  | [REDACTED]  |
| Lease, Sale & Guest Applications.....   | [REDACTED]  |
| Fax.....  | \$1.00 each   |
| Material Reproduction: [REDACTED]   | [REDACTED]  |
| Labels.....   | [REDACTED]  |
| File Folder.....  | [REDACTED]  |
| Envelopes: [REDACTED]   | [REDACTED]  |
| Colored paper.....  | [REDACTED]  |
| Postage.....  | Standard USPS rates   |
| Annual One Source Fee.....  | 0-60 units \$250 / 61-100 units \$500 / 101-300 units \$750 / > 300 units \$1,000 |
| Yearly Maintenance payment processing.....  | \$2.50/Annual Fee... \$4.50/Quarterly Fee... \$6.00/Monthly Fee                   |
| Lien preparation / certified notification (Not including certified postage).....  | \$75.00 / Pre-Lien Letter   |
| 1099 preparation.....   | \$10.00/vendor  |
| Return check process fee.....   | \$10.00   |
| Special Assessment processing / additional unit billing.....  | \$5.00/unit assessment per year   |
| Vehicle Database Entry & Maintenance.....   | \$5.00/initial card, \$2.50/card updates  |
| Microsoft Licensing (Field Personnel).....  | \$75.00   |
| Annual Unit Owner Insurance Tracking.....   | \$10.00 per door, if applicable   |
| Association Notary.....   | NO CHARGE   |
| E-mail Financial Statements.....  | \$3.00  |
| Year End Postcards.....   | [REDACTED]  |

Estoppel Letter, Welcome Package..... [REDACTED]  
*\*Not an Association expense. Cost to be paid by 3<sup>rd</sup> party. Rates subject to change based on contract provisions with 3<sup>rd</sup> party provider.*

Additional services can be provided at a negotiated rate.

**Effective date 12/1/22**