



MANAGEMENT AGREEMENT

THIS AGREEMENT is by and between **VILAS I AT RIVER STRAND ASSOCIATION, INC.**, a Florida corporation non-for profit (hereinafter the "Association"), and Tropical Isles Management Services, Inc. (hereinafter the "Management Firm" or "Manager"). This agreement is binding on the legal representatives; successors and assigns of said parties.

PREMISES:

WHEREAS the Association is the Association which operates for **VILAS I AT RIVER STRAND ASSOCIATION, INC.**, an Association, hereinafter referred to as the "Association," located in **BRADENTON, FLORIDA**; and

WHEREAS the Board of Directors of the Association is responsible for the administration of the affairs of the Association and desires to engage professional management to which the board will delegate certain management functions; and

WHEREAS the Management Firm is willing and able to furnish such management services.

NOW THEREFORE, in consideration of the premises and mutual undertakings herein set forth, the parties agree as follows:

1. **APPOINTMENT.** The Association appoints the Management Firm as the Manager of the Association, and the Management Firm accepts the appointment, under the terms and conditions hereinafter provided.
2. **TERM.** The term of this agreement shall be one (1) year, commencing on the **1st DAY OF DECEMBER, 2024**. Thereafter, this Agreement shall be extended on a yearly basis unless otherwise agreed to in writing by the Parties or terminated as provided below.
3. **AUTHORITY.** The Management Firm's primary responsibility is the proper implementation of the policy decisions and directives of the Board of Directors, in accordance with the Florida Statutes. The Management Firm agrees, notwithstanding the authority given to it in this Agreement, to confer with the Board of Directors of the Association (the "Board") in the performance of its duties set forth herein. 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 understood and agreed that the authority and duties of the Management Firm are confined to the common elements and common areas on the Association property. Neither the Management Firm nor any of its employees shall engage in providing services within individual homes, or for individual villa owners.

6 December 2024
M. S. Sarno
President
Villas I 1

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

- A. **Maintenance and Repair**: Assist the Board of Directors in assuring Association property is maintained and kept in an appropriate state of repair (excluding interior individual living units). This would only include daily operational responsibilities of Association as defined in the annual budget. Assist in coordinating necessary repairs and alterations to the Association to be made, including but not limited to landscaping, public space, 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 Association's Governing Documents. This section does not include maintenance and repairs that are the result of a catastrophic insurable event. Quarterly, Manager will coordinate an inspection of the property with the President. Any observation in prior months and especially the condition of the roofs will require immediate notification to the Board.
- B. **Contracts**: Subject to approval by the Board of Directors, cause to be entered into contracts on behalf of the Association for services pertinent to the daily operations of Association. All independent contractors will be hired in the name of, and at the expense of the Association. Within five (5) days of a request, Manager will supply appropriate committees the names and contact information of 3 companies for the committee to consider when asked to negotiate new contracts or proposals.
- C. **Applications for Approval**: Upon direction from the Association, process applications for approval in connection with the sale of a villa and submit to the Association to approve or disapprove such applications. 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 owner or the Association. Manager will comply with application guidelines approved by the Board and amended from time to time. New owner information will be entered into the management software as provided on the closing documents.
- D. **Service of Complaints**: Consider, and when reasonable, attend to complaints of Owners. Initial response will be 24 hours for phone calls received and 48 hours for emails received. A call center is available for after hour emergencies. If the Manager shall deem any such complaints unreasonable, it shall advise the Association and Owner of the reason for the opinion that the complaint is unreasonable in a written format. As a part of a continuing program, attempt to obtain full performances by Owners of all maintenance for which they are responsible.
- E. **Notices**: Cause to be prepared and send out all letters, reports, and notices as may be reasonably requested by the Board of Directors. Requested email notifications will be sent within 48 hours of the President's directive.
- F. **Insurance**: Coordinate Association insurance program as directed by Board of Directors; make appropriate adjustments with said insurance companies and cause all of said insurance proceeds to be promptly paid. The Manager shall promptly, upon Board direction, assist the insurance agent with filing claims for damage(s) relating to the management, operation and maintenance of the Association. In no way will Manager be relied upon to document or coordinate repairs caused by a catastrophic event.

6/24/2024
M. S. Jones
President
Willard

- G. **Records:** Maintain a system of office records, financial records, and Association's membership list in a manner which complies with the requirements of Chapter 720 and Association's documents. Such records shall be kept in the offices of the Manager or in an off-site record storage area, and shall be available for inspection by the representatives of the Association, by appointment, at reasonable times during normal business hours.
- H. **Year End Financial Reporting:** Assist Board in determining each year's financial report requirement as determined in Chapter 720. If a vote of the membership is necessary, assure meeting notices are correctly completed. Cooperate with Association's accountants with regard to any annual report of the financial records of the Association.
- I. **Governmental Returns:** Prepare and file on behalf of the Association governmental forms or reports not to include annual tax returns. Assist and cooperate with Association's accountant in the preparation and filing of income tax returns. Additional fee applies (see Appendix A).
- J. **Collections:** Collect on behalf of the Association all assessments, monies and debts which may come due to the Association. All payments made by owners shall be made via check accompanied by payment coupon, or alternatively, by automatic bank debit. Deposit all funds collected from Owners into a bank account hereinafter described, and established for the Association. Manager shall strictly follow the collection guidelines established by the Board and amended from time to time. Any such action will be taken in the name of the Association by way of legal process or otherwise as may be required for the collection of delinquent monthly assessments.
- K. **Bills and Invoices:** Verify all bills received by the Association for services, work, and supplies ordered in connection with maintaining and operating the Association and cause to be paid by the Association all such bills as and when the same shall become due and payable. Payment is routinely completed with 10 – 14 days. Vendor requests to expedite payment incur a \$25.00 fee payable by the vendor.
- L. **Disbursements:**
- (1) Upon Board approval disburse automatically and punctually the following from the funds collected and deposited in the bank accounts as hereinafter provided:
 - (A) Landscape Maintenance
 - (B) The Manager's compensation, and reimbursement of costs outlined in this agreement.
 - (C) Website Host
 - (2) Disburse within 10 to 14 days other sums otherwise due and payable by the Association as operating expenses authorized to be incurred under the terms of this Agreement.
 - (3) 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. Board Treasurer will have Front Steps access to the reconciliation of the Villas I check book.
- M. **Financial Reporting:** Furnish to the Board of Directors of the Association normally not later than the 20th day of each month, the following financial information for the preceding month:

6 December 2024
Maia P. Sano
President
Villas I

- (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 delinquent maintenance fee accounts.
- (4) An expense register.
- (5) An income register.
- (6) Copy of Bank Statements / Reconciled Bank Statement Reports

N. **Budget:** Submit to the Association a proposed budget for the operation of the Association for the ensuing fiscal year at least ninety (90) days before the beginning of each new fiscal year. The scheduling of the Board / Budget Approval meeting is to be coordinated with the President prior to sending owner notification of the meeting. 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 thirty (30) 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 such as may be sanctioned in writing by the Association or except in the case of emergency repairs.

O. **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. 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 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. Manager will complete a Legal Update class annually as required by Florida licensing regulations and will work with the Board to generate community compliance with the Florida Statutes as amended from time to time.

P. **Emergency Services:** Manager shall furnish 24-hour emergency call service, promptly react to emergency calls, and coordinate for emergency repairs. It is understood that Manager cannot be held responsible for damage as a result of emergencies or delays in the correction of said emergencies, unless the emergencies are caused by Manager or the delay in response is unreasonably long (3 hours). Additional fees apply, see Appendix A.

5. **BANKING.** The Manager shall establish and maintain separate operating and reserve bank accounts in the Association's name. The Directors of the Association will designate the authorized signers on the accounts. Accounts will be used by Manager to deposit Association 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 (L) above, all of which shall be subject to the limitation of this agreement. Association Treasurer will have viewing access of the operating account and will be provided the monthly reconciliation report.

6 December 2024
Stefano
President
Willard

6. SCHEDULE OF SERVICES.

A. Manager shall provide services on the following schedule:

Services To Be Performed

Monitor & coordinate maintenance & repair of common areas
Contract with subcontractors
Process sales applications
Place insurance coverage
Maintain records
File government reports
Collect assessments
Pay obligations
Prepare budget
Prepare Annual Report (summary of receipts & disbursements)
Attend Board of Directors meetings
Attend annual and budget meetings
Make site visits

Time Schedule

Quarterly Inspections w/ Board Member
As Approved by Association
As Received
Annually
Continually
As Dictated by Government
As Stated in Governing Documents
Monthly
Annually
Annually
Not To Exceed 2 Per Year
Annually
As Needed

7. INDEMNIFICATION AND INSURANCE

- A. The Association shall indemnify, defend, and save Manager harmless from all loss, liabilities, penalties, suits or other claims in connection with the Association or the management thereof, including but not limited to employment, discrimination claims, or claims of injury to any person or property in, about, or in connection with the Association premises, from any cause whatsoever, unless caused by the gross negligence of Manager. Such indemnity shall be provided immediately upon prompt notice from Manager to Association that Manager has been sued, or such claims have been made, without regard to extent of expenses or duration of litigation. The Association shall pay all expenses reasonably incurred by Manager including, but not limited to, all damages, penalties, attorneys' fees, costs, and expenses incurred to represent Manager in regard to any claim, proceeding, or suit in connection with or arising out of the management of the Association unless caused by the gross negligence of Manager. The indemnity provided hereunder shall also cover all acts performed by Manager pursuant to the instruction of the Association or any of its duly authorized officers or employees.
- B. All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of the Agreement that require the Association to have insured or to defend, reimburse, or indemnify Manager shall survive any termination, and if Manager is or becomes involved in any proceeding or litigation by reason of having been the Association's manager, such provisions shall apply as if this Agreement were still in effect.
- C. The Association agrees to name Manager as an additional named insured under its general liability, fidelity bonding and errors and omissions policies, with limits acceptable to Manager in its reasonable judgment, and confirms that Manager and its employees hired pursuant to the terms of the Agreement will be covered fully under such policies. Within thirty (30) days of the date on which the Association and Manager execute this Agreement, the Association will deliver to Manager a copy of the policies referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement. These coverages shall survive the termination of this Agreement.

6 December 2024
Michelle
President
Villas 1

8. TERMINATION

- A. **Contract Term.** Should either party elect not to renew the contract at the end of the contract term, written notice must be delivered to the Management Firm or Association President, either in person or by registered mail, thirty (30) days prior to the contract anniversary date, advising of such decision.
- B. **Cancellation.** Unless otherwise terminated pursuant to 718.302(1), this Agreement may be terminated at any time with or without cause by either party. Written notice must be delivered to the Management Firm or Association President, either in person or by registered mail, thirty (30) days prior to termination, advising of such decision.
- 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 obligations or liabilities which the Manager may have incurred hereunder on behalf of the Association.
- D. **Cooperation.** If this Agreement is terminated, the Management Firm shall cooperate fully with the Board and any new manager employed by the Association in causing an orderly transition, and shall promptly and unconditionally turn over all official records and other property of the Association to the new manager, if any, at the discretion of the Board.

9. COMPENSATION

- A. **Management Fee.** The charge to be made by the Manager and the amount the Association agrees to pay as compensation for all services to be performed by Manager shall be \$11.00 per door per month payable in advance in monthly installments on the first business day of each month.
- B. **Fee Changes.** The management fee for subsequent renewals of this Agreement shall be in accordance with the amount specified by Association's adopted operating budget and shall take effect on the first day of the new fiscal year.
- C. **Other Charges.** Manager shall be entitled to additional compensation for providing extraordinary services which are of non-routine nature as indicated on Appendix A.
- D. **Insurance Claims.** Manager shall be entitled to additional compensation in the event of an insurance claim. Such compensation will be dependent on the level of service necessary to properly process such claim. The Board will determine the Manager's time commitment and approve the amount to be paid. Should Manager not be utilized in the claim process, no compensation will be required. In no way will Manager be relied upon to document or coordinate repairs caused by a catastrophic event. This is considered outside the scope of daily operational responsibilities defined in this agreement.
- E. **Loan Processing.** Manager shall be entitled to additional compensation should Association seek to secure a loan. Manager will contact banks to determine interest rates, provide the Association with bank information and provide banks with the necessary association information needed to secure said loan. Manager will calculate the loan payment into the

6/11/2024
Shirley L. Williams
President
Vol 1

Association's budget and set up necessary monthly payments. Association will approve all additional Manager costs prior to commencement. If loan is secured without Manager involvement no compensation will be required.

10. **RESPONSIBILITY OF ASSOCIATION.** In order for the Management Firm to perform its duties effectively, the Association must do the following:
 - A. Maintain a fully constituted Board of Directors that can meet on reasonable notice to make and determine policy.
 - B. Appoint one (1) Officer or Director as the primary contact with the Management Firm on Association business.
 - C. Provide sufficient funds to pay the expenses of proper operation of the Association.
11. **INTERFERENCE.** The Association shall not interfere, nor permit, allow or cause any of the Officers, Directors, or Members to unreasonably interfere with the Management Firm in the performance of its duties, or the legitimate exercise of any of its powers hereunder.
12. **INDIVIDUAL DWELLINGS.** Notwithstanding any other provision of this agreement, the Management Firm is given no authority or responsibility for, and shall not engage in maintenance of, or repairs to, any individual dwellings in the Association, which are the sole responsibility of the individual owner.
13. **INTEGRATION.** This instrument and its exhibits are the entire agreement between the parties as of the date of execution hereof. Neither party has been induced by the other by representations, promises, or understandings not expressed herein, and there are no collateral agreements, stipulations, promises or understandings whatsoever, in any way touching the subject matter of this instrument, or the exhibits hereto. No variance or modification hereof shall be valid and enforceable, except by supplemental agreement in writing, executed and approved in the same manner as the agreement.
14. **ATTORNEY'S FEES AND MEDIATION.** Should any dispute arise as to the rights of any of the parties under this agreement, including the powers and duties of the parties and all of the terms and conditions of this agreement, and said dispute cannot be amicably settled and resolved between the parties, then the parties shall submit the matter in controversy to mediation before a Florida licensed mediator of mutual choosing. The cost of mediation shall be shared equally by the parties. Venue for any litigation arising from this Agreement shall be in the County in which the Association is located. In the event of litigation, the prevailing party is entitled to recover its attorney's fees and costs from the non-prevailing party at all levels including appeal.
15. **COPIES.** This Agreement may be signed in counterparts that collectively shall be deemed a single Agreement. Copies are deemed originals for all purposes.
16. **SEVERABILITY; CONFLICT.** The invalidity in whole or in part of any covenant, promise or undertaking, or any section, sub-section, sentence, clause, phrase or word, or of any provision of the Florida Corporations Act, as amended from time to time shall be paramount and shall be deemed incorporated herein.

Handwritten signature: T. T. T. 2024
M. S. S.
President
Dallas

17. **DEFINITIONS.** The definitions of the words, terms, phrases, etc., included in the Declaration of the Association are incorporated herein by reference and made a part hereof, and unless the context otherwise requires, said definitions shall prevail. The words, "Association", "Member", "Unit Owner", wherever and whenever used herein, include both the singular and plural therefore. The use of any gender reference includes all genders, wherever the same shall be appropriate.

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

VILLAS I AT RIVER STRAND ASSOCIATION, INC.

Maria T. Sasso 6 Dec 2024 President R.S. Villas I HOA
Signature Date Title

[Signature] 12/6/2020 Vice President R.S. Villas I HOA
Witness Date Witness Date

TROPICAL ISLES MANGEMENT SERVICES, INC.

[Signature] December 5th, 2024
Tropical Isles Representative Date

APPENDIX "A"

<u>ITEM</u>	<u>STANDARD CHARGE</u>
Attendance of Board meetings beyond Contractual obligations	\$70.00 Per Hour
Court appearances; depositions, consultations with attorneys and Preparation of documentation related to legal action as authorized by Association. In addition, any participation in any litigation involving Association for a period of five years after termination of this Agreement.	\$80.00 Per Hour
Contract administration for major projects or special projects which may include, but not be limited to demolition, reconstruction, warranty work, remedial work or repairs necessary from fire, flood or lightning.	\$70.00 Per Hour
Special Assessment Processing:	
A. One payment	\$5.00 Each
B. Two or more payments	\$5.00 Each Additional
Payment coupon books with return mailing labels	At Cost
Materials reproduction	\$0.15 Per Copy
Communication:	
A. Mailing labels	\$0.10 Each
B. Envelopes (#10 or smaller)	\$0.12 Each
C. Envelopes (6 x 9 or larger)	\$0.25 Each
D. Postage	Cost
Accounting Office Expense	\$75.00 Per Month
After Hour Emergency Service	\$25.00 - \$50.00 Per Incident
Caliber Portal	\$50.00 Per Month
Storage of Association records	\$5.00 Per Month
Federal Tax Return	\$275.00 Annually
Budget Preparation	\$175.00 Annually
Year End Financial Formatting	\$ 75.00 Annually
Report of Cash Receipts or Compilation	\$350 or \$950 Annually
Items for which the unit owner is charged:	
A. Completion of condominium questionnaire	\$150.00
B. NSF (non-sufficient funds) check processing	\$25.00
C. Preparation of estoppel certificate	\$250.00
D. Delinquency Statement Admin Fee	\$25.00
E. Sales / Lease Application Processing	\$50.00
F. Architectural Modification Requests (ARC)	\$25.00 - \$50.00

Above costs are subject to periodic change / Board notification required

to December 2024
Approved
President
Michael