

December 31, 2024

Sent via US mail and email to zlombardo@wpl-legal.com

Zachary W. Lombardo, Esq.
Woodward, Pires & Lombardo, PA
3200 Tamiami Trail North, #200
Naples, FL 34103

Re: Renaissance Community Association, Inc.

Mr. Lombardo,

Thank you for your letter of December 10, 2024. Please accept this communication in response, on behalf of Renaissance Community Association, Inc. (RCA). Below is a review of where we stand from the exchange and RCA's position on each point. As indicated earlier, these requested were prepared at the behest of Concert's representatives in an effort to find resolutions to many outstanding issues between the parties.

RCA'S REQUEST:

- 1. Amend and restate the CSA. As it has been relayed to me, Concert and RCA were very close to finalizing the CSA, when Concert sought to transition into discussions regarding an amendment of the Membership Agreement. From RCA's perspective the CSA and the Membership Agreement are separate issues. Hypothetically speaking, if the Membership Agreement were terminated tomorrow, both Concert and RCA could exist separately. Conversely, because Concert and RCA share roadways, landscaping, and gate house, the need will always be there to apportion the costs to operate and maintain.*

Concert's Response was:

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| <ol style="list-style-type: none">1. Amend and restate the CSA. Concert would prefer to address the items in your letter (other than parts of 5 as stated) separate from amending and stating the CSA. As to the CSA broadly, Concert suggests that the format specified below is the best course for approaching the negotiation of an Amended and Restated CSA. |
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It appears RCA and Concert agree the Cost Sharing Agreement needs to be amended.

RCA'S REQUEST:

- 2. Reimbursement of Gate House Salaries. Beginning January of 2024, Concert stopped paying its share of the labor costs for the Gate House. Since then, RCA has paid all costs. As part of Concert and RCA's reciprocal obligations to share labor costs, RCA requests Concert reimburse RCA for its*

half of the staff costs dating back to January of 2024. RCA requests the reimbursement be made on or before December 31, 2024.

Concert's Response was:

2. Reimbursement of Gate House Costs. Concert understands the concern and offers for discussion purposes an increased total annual contribution towards total gatehouse costs.

Concert's total annual contribution towards the 2024 Gatehouse cost was \$164,550, including \$122,550 for payroll expenses. To date, Concert has paid their share of Gatehouse expenses, exclusive of payroll. Therefore, please remit payment of \$122,550, on or before January 10, 2025. This amount is also consistent with what was presented to Concert at the end of 2023 as part of RCA's budgeting process and what Concert has been invoiced for monthly since.

For 2025, Concert's share of the Gatehouse Budget will be \$260,212.50. Per the current CSA, RCA will invoice Concert \$21,684.38 per month for these expenses. Payment will be due upon receipt of the invoice.

RCA'S REQUEST:

3. *Documentation.* RCA requests Concert provide reasonable information related to their shared expenses. RCA is expected and has historically contributed to the payment of actual cost related to landscaping and improvements serving RCA and Concert. It is RCA's intention to continue sharing these costs, but as fiduciaries for the entire RCA community, the Board must have the required documentation to support the disbursement of members' money. In the event Concert is unable to provide the records for these actual costs, RCA would suggest utilization of a 3rd party vendor to provide said services and documentation.

Concert's response was:

3. Documentation. It is our understanding a true up has been provided for the items referenced. Additionally, Concert agrees for discussion to the use of a mutually agreed upon third-party vendor to provide the landscaping and improvement services and documentation referenced in your letter.

Please let your client know this is inaccurate from RCA's perspective. RCA's request for reasonable information related to shared expenses is not a "true up" of expenses which deviate from the budgeted amount, RCA is asking for the details behind how Concert arrived at the total budget. RCA has communicated with Juniper Landscaping. Juniper provided RCA with a landscape maintenance proposal divided into the following categories with a flat three (3) year price guarantee:

1. Spine Road: Total Annual Cost estimate, \$101,533.12. RCA and Concert share these costs 50/50. Juniper calculated the size of this joint property based on 40 feet on either side of the center of the road, or a total of 80 feet. This measurement is based on Exhibits B and C from the Declaration of Easement and Covenant to Share Costs. These exhibits express the property size in square footage, but based upon our research as well as Juniper's, RCA is confident that these measurements closely approximate the square footage shown on the exhibits.

2. Mall loop to Daniels aka Plaza: Total Annual Cost estimate, \$28,270.76. RCA contributes 25% towards these expenses and will continue to do so.

3. Vista Berm: Total Annual Cost estimate \$249,885.07. The Vista Berm is 100% owned by Concert as it is outside the definition of "joint property" per the Declaration of Easement and Covenant to Share Costs; therefore, RCA has no responsibility to fund this portion of the landscaping costs. This area is defined as property starting outside the 80 foot perimeter extending to the golf course.

Additionally, RCA has contributed to Concert's landscaping salaries / expenses in most cases without receiving proper documentation. In the event Concert continues into 2025 and maintains its position that it does not have to contribute towards the Gatehouse payroll, RCA will apply this reasoning reciprocally to stop contributing its share of the landscaping labor as well effective January 1, 2025.

RCA'S REQUEST:

4. *Standard of maintenance. It is in both Concert's and RCA's best interests to maintain the community in a first-class manner. RCA requests an agreement on the standard of maintenance, particularly as it relates to landscaping, that is consistent with the way the community has been traditionally maintained.*

Concert's response:

<p>4. Standard of maintenance. Concert expects the use of a mutually agreed upon third-party vendor will address any concerns regarding standard of maintenance.</p>

Currently there is a 3rd party vendor that reviews the community and provides an objective score on maintenance and landscaping. These areas are required to achieve a score of 80 or better during each review. That has not been the case lately, with the community being regularly scored much lower due to the below standard maintenance and landscaping performed by Concert. As part of the amendment of the CSA, RCA requests there be specific consequences for any party that does not live up to their maintenance or landscaping obligations based upon objective pre-established criteria.

RCA'S REQUEST:

5. *Capital improvements. Similar to the issues related to maintenance, both RCA and Concert benefit from an agreement on the funding of capital improvements for items, including but not limited to, monument replacement, pavers, roadways, and landscaping. These capital improvements all serve the entire community, including the clubhouse and golf course. RCA requests specific reference in the amended CSA.*

Concert's Response:

5. **Capital Improvements.** Landscaping is addressed in 3 above. Pavers are addressed in 6 below. In both cases, Concert agrees to contribute as stated subject to the appropriate legal documentation. As to the balance, Concert requests these be addressed as part of the negotiation of the amended and restated CSA.

It appears RCA and Concert agree to address Capital Improvements as part of the Cost Sharing Agreement which needs to be amended.

RCA'S REQUEST:

6. *Pavers. Complete paver project by the end of 2025. Currently Concert's 50% contribution to this expense is approximately \$400,000.*

Concert's response was:

6. **Pavers.** Our client requests one more bid be solicited and then our client agrees for discussion to pay its 50% share so that the project can be completed according to the RCA's preferred timetable for the project. As both parties are paying towards the cost, an additional bid is good for all parties, to the extent it results in a lower price.

RCA has obtained multiple bids in the last year for replacement of the pavers. RCA will update these bids and obtain one additional bid per Concert's request.

RCA'S REQUEST:

7. *Guests. RCA requests Concert provide a daily list of expected guests who are nonresidents that Concert expects to be utilizing the golf course, all other recreational facilities and/or club house. This request is consistent with the Amended and Restated Declaration that requires Concert to be afforded identical ingress / egress as all owners.*

Concert's response was:

7. **Guests.** Concert has been and currently provides this information. Concert provides a daily tee sheet to the RCA by close of business to the guard house the prior day. Additionally, Concert provides attendance lists for all events in advance.

Like item # 3, this is also inaccurate from RCA's perspective. RCA acknowledges that the Concert does provide a tee sheet, but it is not a guest list and is not complete or accurate. Furthermore, RCA acknowledges Concert provides an attendance list of events, but that list is incomplete often lacking guests and/or guests of guests, ie plus ones.

In efforts to abide by the current provisions in the Amended and Restated Declaration RCA regarding rights of access RCA needs a complete and accurate list of Concert's nonresident Club Members and employees. Any Concert guest or employee who is not properly identified in advance of their arrival will not be permitted to enter the community.

RCA's preference is to continue working through the attorneys at this time. As we get closer to ironing out details of the CSA, a call will be necessary, but for right now have your client submit directly to RCA \$122,550 for Gatehouse payroll expenses by January 10, 2025. RCA expects written agreement from Concert that they will pay their share of the Gatehouse Budget totalling \$260,212.50 or \$21,684.38 per month, beginning January 1, 2025. In addition, RCA expects written agreement from Concert by January 15, 2025, that effective January 1, 2025 they will either move forward with the Juniper proposal or agree to match Juniper's costs and continue with Spine Road landscape maintenance. If any of these requirements are not met, RCA will stop contributing its share of the landscaping labor effective January 1, 2025. RCA will provide updated paver quotes right away. In the meantime, please let me know if you would like a WORD version of the CSA with redlines to indicate preferred changes so we can begin finalizing that document as promptly as possible.

Sincerely,

Chené M. Thompson

Chené M. Thompson

CMT:kg

cc: Client