

November 20, 2024

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

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Re: Renaissance Community Association

Mr. Lombardo,

I hope this communication finds you well. As you are aware from our prior email exchange, I represent Renaissance Community Association, Inc. (RCA). It is my understanding that your firm represents Concert Renaissance, LLC (Concert). The purpose of my reaching out to you is to follow up on the meeting our clients had last week, the intent of which was to find some common grounds to move forward with finalizing the Amended and Restated Declaration of Easements and Covenant to Share Costs for Renaissance, more commonly referred to as the “Cost Sharing Agreement” (CSA).

Board Members Alex Ortega and Jeanne Rudell met with Concert representatives Rick Rainville and Aaron Straub, who, according to Mr. Straub, is a Senior Vice President and a long-term Concert Golf Partners, LLC employee. Both Mr. Straub and Mr. Rainville expressed a desire to rebuild the trust between RCA and Concert, which was received by the Board Members as a step in the right direction. At the conclusion of the meeting, Concert asked RCA to provide a general list of areas of concern. I believe Mr. Straub referred to these as “pressure points” for RCA and its residents. This letter is intended to be a non-exhaustive list of requests to keep the conversation moving forward in a positive direction.

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.
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.

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

As stated above, the foregoing requests are intended to continue the conversation. RCA assumes for the sake of this discussion that both RCA and Concert will agree to carry the necessary insurance, and that the amended CSA all other relevant agreements must remain compliant with all Federal and State laws, rules, regulations and/or mandates including adherence to Environmental Permits, Primary and Secondary Surface Water Management Permits, Lee County Land Development Code, and to the extent applicable to Concert the Amended and Restated Declaration of Covenants and Restrictions.

To continue pushing things forward, I am requesting a written response to the foregoing and a conference call with you within ten (10) days of the date of this letter.

Sincerely,

Chene' M. Thompson

CMT:kg
cc: Client