

THE UNITED CIVIC ORGANIZATION, INC
MANAGEMENT AND MEMBERSHIP AGREEMENT

COMES NOW The Greenbrier B Condominium Association pursuant to Chapter 718, Florida Statutes, (hereinafter referred to as "ASSOCIATION"), and the United Civic Organization, Inc., a Florida not-for-profit corporation, (hereinafter referred to as "UCO") and hereby enter into this Agreement as follows:

ARTICLE 1. Membership

By entering into this agreement, the ASSOCIATION does hereby join and become a member of UCO, which is a not-for-profit corporation pursuant to Florida law. As a member, the ASSOCIATION agrees to abide by the Articles of Incorporation, Bylaws and all Resolutions of the Delegate Assembly of UCO at which the ASSOCIATION is represented by its President or a substitute Delegate, as the same may be amended from time to time. Should at any time the ASSOCIATION breach its obligations under this Agreement, then it shall automatically lose its rights within UCO. Such loss shall not, however, relieve the ASSOCIATION of its monetary obligations under this Agreement, and UCO shall retain its remedies for any breach of this Agreement as provided by law.

ARTICLE 2. Community Services

Community services, including security, transportation, road maintenance, cable television, perimeter lighting and road swale landscaping, have been declared common expenses under the Florida Condominium Act and/or agreed to in this document. These services will be provided by UCO on a Village wide basis. The Delegate Assembly will, from time to time, decide upon the amounts to be included in the ASSOCIATION's budget. Said

amounts to be paid by the ASSOCIATION to UCO on a quarterly basis or any other method decided upon by the Delegate Assembly.

ARTICLE 3. Transportation

Transportation will be operated and maintained by UCO. Internal bus service, as well as shuttle and mall bus service, will be provided by UCO by virtue of contracts entered into in behalf of the ASSOCIATION(S).

The cost of transportation will include the actual expense under this contract with the service provider, in addition to financing the maintenance and repair of the roads and bridges which are owned by UCO.

The Delegate Assembly will, from time to time, decide upon the amounts to be included in the ASSOCIATION's budget. Said amounts to be paid by the ASSOCIATION to UCO on a quarterly basis or any other method decided upon by the Delegate Assembly.

ARTICLE 4. Cooperative Management

The ASSOCIATION hereby appoints UCO, and UCO hereby accepts appointment, on the terms and conditions hereinafter provided, as exclusive managing agent of the ASSOCIATION, for the following areas which are more efficiently managed among an area or group of ASSOCIATIONS:

a. Insurance

UCO shall cause to be placed and kept in force property, indemnity and liability insurance to protect the ASSOCIATION, its properties, and financial institutions holding mortgages covering Units, as their respective interests appear as required by the Condominium Act, or as may be required by the applicable Bylaws or Declaration of the ASSOCIATION. Such insurance shall be determined by competitive bidding. The group insurance annual budget for the ASSOCIATION will be established annually and included in the ASSOCIATION's budget. However, should certain insurance costs be attributable to the ASSOCIATION, only then shall the ASSOCIATION pay that cost.

b. Parking & Street Maintenance

The ASSOCIATION agrees that it is more economically feasible to maintain and repair parking areas and streets for large groups of ASSOCIATIONS at one time, using one contractor under one paving agreement. By entering into this Agreement, the ASSOCIATION agrees to delegate to UCO the decision of retaining a paving contractor and determining when resurfacing of the ASSOCIATION's common element parking areas and streets is appropriate. After the initial road repairs, all future repairs and maintenance of this ASSOCIATION'S parking areas and streets will be carried out by UCO and the expense covered from funds collected as the transportation common expense paid quarterly by the ASSOCIATION.

c. Irrigation and Pumps

Because certain pumps that are needed to irrigate the ASSOCIATION's green areas may not be located on the ASSOCIATION's common elements and because certain pumps are owned by UCO but shared by several ASSOCIATIONS, UCO is hereby appointed to maintain and operate the pump and irrigation system. The ASSOCIATION agrees to pay its share of irrigation and pump costs and shall include this cost within the ASSOCIATION's budget. However, should certain irrigation and pump costs be attributable to the ASSOCIATION, only then shall that ASSOCIATION pay that cost as determined by UCO. The ASSOCIATION shall retain its responsibility to maintain all sprinkler heads located on its common elements. Should government restrictions be imposed on irrigation, then UCO shall prorate available waters to all ASSOCIATIONS in a fair and equitable manner.

d. Screening

The ASSOCIATION does hereby appoint UCO to administer screening of all prospective purchasers, residents, companions, and tenants of condominium units pursuant to the Declaration of Condominium of the ASSOCIATION and the determination by H.U.D.

declaring Century Village a senior community, where at least one resident in each unit must be 55 years of age or older.

The ASSOCIATION shall submit all signed contracts and its checks to UCO. Subsequent to the payment of the application fee in the amount allowed under the Florida Condominium Act (currently set at \$100.00) UCO shall supply the ASSOCIATION with the necessary screening application forms, to be filled in and returned to UCO. UCO shall contract with a professional firm to carry out the relevant investigation into this applicant's finances and criminal records.

UCO shall transfer the results of this investigation to the ASSOCIATION's Board.

The decision whether to accept or reject the applicant is wholly the ASSOCIATION's.

Should the ASSOCIATION decide to reject the Applicant and UCO's attorney concurs, then UCO will cover legal expenses, should the rejection result in a law suit against this ASSOCIATION.

e. Legal Services

Because of the complexities of the Florida Condominium Act and its regulation of condominiums in Florida, a consistent legal policy throughout Century Village is essential to the operation of the ASSOCIATIONS. As part of its general and administrative functions, UCO has retained legal counsel to assist UCO in all legal issues which might arise affecting Century Village as a whole. Under Article 5 of this Agreement, UCO shall establish an advisory committee to respond to all legal inquiries from ASSOCIATIONS as they might arise during the term of this Agreement. The UCO Advisory Committee shall review the legal question raised by the ASSOCIATION and may, at its discretion, refer the question to UCO's legal counsel for the appropriate action at no further cost to the ASSOCIATION. This provision does not preclude the ASSOCIATION from retaining its own legal counsel

at its own expense.

f. Recreation Lease

Under the Long-Term Recreation Lease with W.P.R.F., or its successors, and Amendments thereto, UCO is entitled to review the quality of services being performed under the Recreation Lease. The ASSOCIATION agrees to appoint UCO as its bargaining agent on all issues under the Recreation Lease, including quality of services, rental payments and negotiating new contracts beyond December 31, 1999. Such contracts thus agreed upon and confirmed by the Delegate Assembly shall be binding upon the ASSOCIATION.

ARTICLE 5. Committees

Each of the following Committees shall be appointed by the President pursuant to the Bylaws of UCO and shall consist of not less than five (5) persons. Committee members shall serve without compensation, but shall be assisted by UCO's licensed property manager and other volunteers and staff. Official minutes shall be kept of each Committee meeting.

Each Committee shall, on or before November 1st of each year, prepare a budget for the next calendar year for the anticipated costs in providing its respective services under this agreement.

(a) Security Committee

This Committee shall have jurisdiction over the operation of all security at Century Village, including the manned security guard gates and roving patrols. The Committee shall also administer all security rules and regulations under current agreements with W.P.R.F. or its successors.

(b) Cable Television Committee

This Committee shall have jurisdiction over cable television to Century Village. The Cable Committee shall review proposals from various cable television companies to determine the best possible price for cable television to all residents of Century Village. Cost for this

service will be included in the ASSOCIATION's budget once confirmed at the Delegate Assembly and paid quarterly to UCO as a pass-through expense.

(c) Transportation Committee

This Committee shall have responsibility for the transportation system at Century Village. The ASSOCIATION agrees and delegates to this Committee the responsibility for promulgating all rules and regulations concerning the operation of the transportation system. Additionally, the Committee is responsible for ensuring adherence to all elements contained in any contract entered into by UCO and a transportation provider.

(d) Road Committee

This Committee shall have jurisdiction over the repair and maintenance of perimeter roads, perimeter road lighting and road swale landscaping and traffic control signage. This Committee shall also administer parking and street maintenance, and review the condition of parking street pavements throughout Century Village. When the Committee has determined that an area of Century Village parking and streets need paving, then UCO shall competitively bid out the contract with various paving contractors. When preparing its budget the Committee shall prepare separate budgets for perimeter road maintenance, for road swale landscaping, and for parking and street costs.

(e) Irrigation and Pumps Committee

This Committee shall have jurisdiction over the community-wide irrigation and pump system used to water green areas on the ASSOCIATION'S common elements. Because water irrigation is now the subject of regulatory controls by various State and local agencies, this Committee will have the responsibility of equitably distributing any water restrictions to all ASSOCIATIONS within Century Village.

(f) Insurance Committee

This Committee shall review proposals from various insurance companies to obtain the best possible price and the best possible coverage for all ASSOCIATIONS of Century

Village. Any master policies negotiated by this Committee shall apportion the appropriate deductibles to each ASSOCIATION under its coverage.

(g) Investigation Committee

This Committee shall have jurisdiction over the investigation of prospective purchasers, residents, companions, and tenants who apply to occupy a unit in Century Village. The Committee shall prepare application forms for use throughout the Village. The Investigation Committee may accept only the current statutorily set investigation fee for providing these services.

(h) Advisory Committee

This Committee may be composed of persons with some legal background. Legal questions raised by the ASSOCIATION may first be submitted to the Advisory Committee for review. Should the Advisory Committee determine that the issue raised is of importance to Century Village, then it may propose to forward the question to UCO's legal counsel for appropriate action.

(i) Budget, Finance & Internal Audit Committee

This Committee shall have jurisdiction over UCO's operational budget in performing services under this agreement. Each year, this Committee shall prepare and submit a budget, be responsible for adherence to the budget, submit reports on expenses against the budget and the remaining amounts to be used during the budget year. It shall submit all relevant material to the CPA firm performing audits and shall ask for and peruse quarterly reports.

(j) Infrastructure Committee

This Committee shall deal with all matters pertaining to the maintenance, repair, and/or replacement of structures, roads, bridges, sewers, water supply and any other relevant matter submitted to it, by virtue of their technical expertise.

This Committee shall assist ASSOCIATIONS in solving technical problems when requested by said ASSOCIATIONS.

(k) Beautification

This Committee shall have jurisdiction over the planning of activities relative to the beautification of areas belonging to UCO such as entrances into Century Village, swales, etc. It shall be responsible for the planting of trees and flowers, shall supervise such activities and shall ascertain that those are properly irrigated.

This Committee shall submit semi-annual budgets as well as proposals for specific local plantings. This Committee shall assist Associations when asked in planning the beautification of common areas belonging to the Associations

(l) Programs and Services Committee

This Committee shall be the liaison with the appropriate authorities representing management in the Village. It shall bring to management's attention any and all omissions in the execution of the contract between management on one side and UCO, the Associations and residents of Century Village on the other.

It shall review the programs of shows and movies and shall decide upon ticket prices.

(m) Emergency Committee

This Committee is responsible for preparations within the entire Village with regard to hurricanes and any other foreseeable possible natural emergencies.

This Committee will be in full and sole charge of undertaking whatever steps are necessary after a hurricane or tornado, working, in full collaboration with outside agencies such as F.E.M.A., fire rescue, the Sheriff's office and management's representatives in the Village. The Committee will maintain a link with these agencies and will be guided by their instructions.

The Committee will maintain the necessary materials and supplies to ensure its successful operation in case of an emergency. The Committee will be assisted by Security personnel to the extent that enough security officers will be present in the Village when an

emergency occurs. The Committee is empowered to call upon members of the UCO Security Committee, COP, and the UCO Infrastructure Committee for assistance.

(n) Other Committees

It is the President's prerogative to establish additional committees and to name its chairperson and members when the necessity for such committees arise.

ARTICLE 6: Term

This Agreement shall be in effect as of January 1, 2000, for a period of one year and renewable automatically on an annual basis unless terminated by vote of the Board of Directors of the ASSOCIATION, or by UCO with written notice given not less than ninety (90) days prior to the end of the annual contract.

ARTICLE 7. General

Mediation. In the event any dispute arises over this agreement, the parties agree to submit said dispute for mediation to a specially constituted body consisting of two (2) members of the Advisory Committee, two (2) representatives in behalf of the ASSOCIATION who will name a fifth (5TH) neutral member.

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 hereto have executed this

agreement this 10 day of July 1999

Greenbrier B ASSOCIATION, INC.

Abe Halperin
by: President

E. Hel Bronstein
Attest: Secretary

UNITED CIVIC ORGANIZATION, INC.

[Signature]
By: President

[Signature]
Attest: Secretary