



## COMMUNITY MANAGEMENT AGREEMENT

*This contract*, dated the 23<sup>rd</sup> day of September, 2020 by and between

*The Village At Bentley Park Homeowners' Association, Inc.*, referred to as "the Association," and **AMERI-TECH COMMUNITY MANAGEMENT, INC.**, and related Companies ie, (Ameri-Tech Realty, Inc., Ameri-Tech Property Management, Inc., Ameri-Tech Emergency Management, Inc., Ameri-Tech Companies, Inc., and ATM Maintennace Services, Inc. hereinafter referred to as "the Agent," obligates and binds each party in accordance with the following terms, conditions and understandings:

The Agent is a licensed Community Association Management Company, authorized and permitted to operate in the State of Florida by the Department of Business and Professional Regulation and the Division of Florida Condominium, Timeshares and Mobile Homes. The Agent has presented to the Association a proposal for management services. The Association is an independent, legal entity that has been formed and authorized to act on behalf of its members, collectively, as their governing body with respect to administration, fiscal duties and operations of the Association in accordance with applicable Florida State Statutes and the Declarations and Covenants of its governing documents.

The Association desires to employ the Agent and the Agent desires to be employed by the Association to exclusively manage the Association property as follows:

1. **Term.** This contract commences on the 1st day of January, 2021 and terminates on the last day of December, 2021. Based on 143 units the Association exclusively employs the Agent at a **monthly rate of \$1,400.00** which totals \$16,800.00 a year, payable in advance and due on the first day of each month. This fee may increase at the option of the Agent at the beginning of the Association fiscal period after the initial term and each successive period thereafter at a rate of (3%) three percent annually. A payment will be deemed late and the Association in default of this requirement if any such payment is received after the 10th day of the month in which it is due.

2. **Renewal and Cancellation.** This contract shall automatically renew for three (3) years (and shall continue for every renewal period thereafter) unless written notice of cancellation is given at least sixty (60) days prior to the expiration date of the contract, or any renewal periods thereafter. Proper notice will be given on all renewals.

a. This contract may be cancelled, without cause, during the first 12 months of the contract, provided thirty (30) days' notice (sent certified mail, return receipt requested) is given.

b. This contract may be cancelled thereafter and between anniversary dates **with cause**, provided sixty (60) days written notice (sent certified mail, return receipt requested) is given with specificity of a substantial nonperformance of a material term or condition of this Agreement by the Agent and such nonperformance continues for thirty (30) days without an adequate cure, correction or remedy. A wrongful act performed or caused by the Association (including any of its' Officers, Directors or representatives) which results in some defective performance by the Agent shall not be considered "with cause" under this provision.

c. This contract may likewise be cancelled by the Agent between anniversary dates **with cause**, provided written notice (sent certified mail, return receipt requested) is given with specificity of a substantial nonperformance of a material term or condition of this Agreement by the Association and such nonperformance continues for sixty (60) days without an adequate cure, correction or remedy. A wrongful act performed or caused by the Association (including any of its officers, directors or representatives) which results in some defective performance by the Agent shall not be considered "with cause" under this provision. It is specifically and expressly agreed that the failure to timely pay the required monthly fee for more than 15 days past due shall constitute a material breach permitting cancellation.

d. Unless otherwise specified in this agreement, this agreement after the initial term shall automatically renew for the term specified in paragraph (2), and shall continue to renew every renewal period thereafter, unless terminated by either party as described herein.

3. **Agent's Assurances.** The Agent agrees to be knowledgeable of the Association Documents, Articles of Incorporation and Bylaws. The Agent further agrees to be knowledgeable of all related issues concerning Community Association Management and Florida State Statutes governing Community Association Law. The Agent, otherwise, assumes no duties or obligations not expressed or necessarily implied herein.

4. **Agent's Services.** Agent agrees to provide the following services and perform the following duties on behalf of and in the name of the Association for the "per month" amount specified in paragraph 1 above.

a. **Fees and Assessments.** The Agent agrees to collect all monthly/quarterly or annual dues, fees, assessments and other charges due to the Association from its members. The Association so authorizes the Agent to request, demand and otherwise collect by such action deemed appropriate, with the Board of Directors' approval and as so authorized according to the Association Documents. Late notices shall be sent to delinquent unit owners. Agent has the authority to move forward according to and within Florida Statutes to file liens and assessments against delinquent members. Agent shall request authority from the Board of Directors to send lien unit accounts to the attorney for collection through foreclosure.

b. **Maintenance.** The Agent, with concurrence by the Board of Directors, may enter into such agreements as are deemed necessary to maintain the common elements and grounds to acceptable standards imposed by the Association and its Documents. In cases of emergency, where life or property is in immediate danger and preservation of safety to occupants is of prime importance, the Agent may take immediate corrective action, notifying the Board of Directors of the necessary steps taken as soon as possible thereafter. All major services shall be obtained by competitive price bid with appropriate review and consideration of price quoted vs. potential quality of service (to be provided). Any "gouging", "kick-backs" or "fraudulent bidding/contract servicing practices" shall be reported by the Agent to the Board and proper authorities immediately.

c. **Utilities.** The Agent shall enter into agreements, in the name of the Association, for essential utilities including water, electricity, telephone, extermination and/or any other services deemed necessary or advisable with concurrence by the Board of Directors.

d. **Financial Reporting.** The Agent shall monitor and advise the Board of Directors of any and all normal expenditures for utilities and other consumables wherein any line item(s) exceed expected or budgeted rates of consumption. The Agent shall monitor and advise the Board of Directors of necessary renewal of such services as insurance, licenses, any service contracts and obtain competitive prices as may be required from time to time for same, as so ordered by the Board of Directors. **Agent has the authority to and shall execute yearly tax returns on behalf of the Association for an additional charge.**

e. **Accounts Payable.** All invoices shall be processed in a manner so as to take advantage of any and all discounts offered, to the extent that Association's funds are available in a timely fashion, unless directed otherwise by the Board of Directors. This shall include, but not be limited to, all taxes, insurance, services and contract payments authorized by either the Agent or the Board of Directors.

f. **Staff.** The Agent may hire, discharge and supervise personnel deemed necessary to maintain the standards of the Community Property in accordance with the Association Documents, with Board concurrence. The Association shall reimburse cost plus any and all compensation paid by the Agent for employee services rendered by Agent to the Association to include a processing fee.

g. **Record Keeping.** The Agent shall maintain the official records of the Association as required by Florida Statutes and the Florida Administrative Code. The Association shall maintain the Board of Directors and Membership meeting minutes, correspondence and such other documents as are produced to or by the Association (providing copies to the Agent where appropriate). All stored records shall be returned to the Association as soon as practical, after year-end for permanent storage. The Agent shall maintain storage of the Association records at the option of the Association. The Association shall pay the Agent any costs associated with storage of records. Should the Association elect to maintain its own records, the Agent will be relieved of any and all responsibility thereafter and the Association will assume exclusive responsibility for their security, integrity, availability and maintenance.

h. **Rule Enforcement.** The Association Documents shall govern and the Agent shall endeavor to comply with and execute their enforcement, along with any Rules and Regulations established by the Association. In doing so, the Agent may, with the concurrence of the Board of Directors, hire an attorney to assist in seeking their compliance and enforcement. Both the Agent and the Association have an ongoing obligation of good faith to act in the best interests of the members of the Association and to act in concert and cooperation in furtherance of this joint obligation.

i. **Contracting.** The Agent shall act as a representative of the Association, with concurrence by the Board of Directors, in obtaining repairs and services on behalf of the Association.

j. **Bank Accounts.** The Agent shall have full authority to open, maintain and select local bank accounts with banking institutions covered by FDIC and/or FSLIC insurance, with Board concurrence. These accounts shall be maintained separately and in accordance with accepted accounting practices in a fiduciary capacity and shall not be commingled with any other funds so managed by the Agent. The Agent, the Association President and the Association Treasurer shall have signature authority. The Agent may sign checks for all recurring expenses initially authorized by the Board of Directors. All non-recurring or extraordinary expenses of significant size shall have "signed invoice approval authorization" by the Board of Directors of the Association or two signatures on the actual check before payment is made.

k. **Attendance at Meetings.** The Agent shall be represented at all regular and special Board of Director and Membership meetings as part of the management fee (12 meetings per year), unless excused by the Board of Directors. The purpose of attendance is to provide guidance in the proper conduct of these meetings, as well as to answer any questions posed to the Agent. The Agent is not an independent decision maker or an attorney but does have an obligation to convey appropriate information and knowledge that lies within the Agent's particular area of expertise.

l. **Financial Reporting.** The Agent shall provide a monthly cash financial report including but not limited to, Operating Report, Budget Analysis, Balance Sheet, General Ledger, Fee Recap, Delinquent Members Report, Disbursement Report and Bank Reconciliation Report. Also, the Agent shall provide a copy of the actual bank statements for each account. Monthly financial reports and bank statements shall be available no later than twenty (20) days after the bank statement closing date. Financial Reports will be postmarked no later than the 10th of the following month.

m. **Annual Budget.** The Agent shall prepare the Proposed Annual Budget Draft with the assistance of and the approval of the Board of Directors. The Agent shall provide distribution of announcements for the Annual Meeting and other required Membership Meetings at no additional charge except costs as specified on the attached miscellaneous administrative cost break down. For example: postage, copies, envelopes, etc.

n. **Solvency.** Pursuant to the terms of this agreement, at no time (even with Board of Directors direction and/or approval) shall the Agent obligate the Association for payment of funds wherein no funds are available, unless provision for funds has been made in advance.

o. **Inspections.** The Agent shall make inspections of the common elements and grounds to determine if any violations to the Association Documents, Articles of Incorporation and Bylaws or Rules and Regulations exist and what services or action may be required (with Board of Directors approval and direction) to bring those violations into compliance with the Association Documents, Articles of Incorporation, Bylaws and Rules and Regulations. The Agent shall consult with the Association's designated representative(s) before taking any meaningful action unless a bona fide state of emergency exists which renders such consultation impracticable. Should any such emergency action be undertaken, absent Association consultation and consent, the Agent shall render a full and complete report explaining the necessity thereafter.

p. **Certificate of Insurance.** The Agent shall require that all sub-contractors provide a Certificate of Insurance providing proof that the contractor is insured prior to performing any work for the Association. This shall include workers' compensation insurance and general liability insurance at a minimum. Further, the Agent shall provide an approved "Preferred Vendors List" to the Board of Directors whereas the Board may use this list at their sole and absolute decision.

5. **Association's Obligations.** The Association shall be obligated to the following:

a. **Insurance.** The Association, at its own expense, shall provide all necessary liability insurance, fidelity bonds and workers' compensation insurance adequate to protect the interest of the Association, to include its Independent Contractors that fail to maintain or have W/Comp and the Agent to the same extent for the purpose of insuring against such losses as would be customary of any condominium, cooperative, homeowners' association, timeshare or business. The Association shall also name the Agent on the Association's insurance policy as an additional insured. The Agent shall provide its own insurance for its own benefit and that of its' employees with regard to all business operations and activities off-property that are unaffiliated and unconnected with that of the Association.

b. **Agent's Fees.** The Association shall approve the agreed-upon monthly management fee prepayment (see paragraph 1, page 1 above) from the Association's checking account and ensure that the duties and obligations of this Agreement are observed. The Agent further discloses that they will charge an estoppel fee to the Association's members upon request and will charge a fee for completing a lender or mortgage requested questionnaire. These fees are *NOT* typically the responsibility of the Association and are limited to and consistent with Florida Statutes.

c. **Overhead.** The Association shall pay and reimburse Agent for all recurring costs such as postage, copies, coupon, payroll, newsletters, noncompliance, delinquencies, manual deposits, foreclosure actions and any other overhead costs associated with Association business, activities and/or consistent with the attached "Miscellaneous Administrative Costs" spread sheet whether incurred by itself or the Agent, in the same fashion as any business with operating costs. It is also understood these costs are subject to change from time to time without notice. Further, the Association will be charged a flat rate for their monthly regular charge-backs; this shall include regular copies, postage, envelopes, labels, checkbooks, ledgers, files, folders, check stock, magnetic ink and any other regular, recurring costs that the Association incurs during each month that Management has to spend in the administrative operation of the Association. This charge will be initially estimated and fixed for one year. Each year thereafter, we will adjust these costs to reflect the actual usage and be in accordance with the attached Miscellaneous Administrative Costs spread sheet.

SEE ATTACHED SPECIAL MEMORANDUM DISCLOSURE & MISCELLANEOUS ADMINISTRATIVE COSTS SPREAD SHEET. These disclosures are subject to change from time to time. However, such change would only occur following the end of an Association fiscal or calendar year-end accounting period.

d. **Cash on Hand.** The Association may establish and maintain a positive running cash balance sufficient to support the services and maintenance provided for by the approved budget.

6. **Prevailing Party Fees and Costs.** In the event of a dispute regarding compliance with any or all of the provisions of this contract, the prevailing party thereof shall be entitled to all incurred costs and attorney fees (including appellate proceedings) reasonably necessary to resolve the dispute. This Agreement shall be construed in accordance with the Laws of the State of Florida in force and effect at the time of the execution hereof. The invalidity or unenforceability of any provision of this Agreement as determined by a court of competent jurisdiction shall not invalidate or render unenforceable the remaining provisions of this Agreement. The Agent shall be entitled to seek an injunction against any violation of this provision in addition to any claim for damages. There shall be an irrefutable presumption between the Association and the Agent that the net value of this contract shall represent 1/3 of the gross contract amount as stipulated in paragraph #1. It shall be further agreed and understood that, in the event of a breach of this contract by the Association, the Agent will be entitled to be paid, as liquidated damages, the net value of the contract for the remaining term and recover any such reasonable cost necessary as stipulated herein above.

7. **Indemnification/Hold Harmless.** The Association shall indemnify, defend and hold Agent, its' Officers, Directors and employees harmless from all claims, demands, suits, their related costs and expenses, regardless of fault. This shall exclude any judiciary determined intentional acts, gross negligents and all fraudulent activity conducted by Agent, its Officers, Directors, Property Managers and/or Employees. This shall include, but is not limited to, reasonable attorney fees (including associates, paralegals, court reporters, private investigators, video-graphs, experts, etc.), of whatever nature and description, to the extent based on Association, its' Board of Directors or its' members' individual or collective acts or omissions, that result in any claim. Additionally, Association acts or omissions shall be considered to include, but not be limited to, inactions, misstatements, omissions, negligence, reckless conduct, willful misconduct, violations of law, violation of rules, violation of regulations or violation of codes of ethics with respect to this Agreement or any extensions thereto to the extent that such acts or omissions subject the Agent to potential liability or cause the Agent to be involved in any legal claim caused or precipitated by the Association which the Agent must defend. This shall include all related companies of Ameri-Tech, as well as ATM (a Payroll Facilitating company). This shall exclude any judiciary determined intentional acts, gross negligents and all fraudulent activity conducted by Agent, its Officers, Directors, Property Managers or employees.

a. **ATM Indemnification/Hold Harmless.** The Association shall also indemnify, defend and hold ATM Maintenance Services (a Payroll Facilitating company), its Officers, Directors and employees harmless from all claims, demand, suits, and their related costs and expenses, regardless of fault. This shall include, but not limited to reasonable attorney fees (including associates, paralegals, court reports, private investigators, video-graphs, experts etc.), to whatever extent necessary of whatever nature and description to the extent based on Association, its' Board of Directors or its' members' individual or collective acts or omissions, that result in any employee related claims. Additionally, Association acts or omissions shall be considered to include, but not be limited to, inactions, misstatements, omissions, negligence, reckless conduct, willful misconduct, violation of law, violation of rules, violation of regulations or violation of codes of ethics, and/or violation of company policy with respect to this agreement or any extensions thereto to the extent that such acts or omissions subject ATM to a potential liability or cause ATM to be involved in any employment litigation or legal claim or precipitated by the Association which ATM must defend.

8. **Assignability.** The Agent may assign this contract, without the consent of the Association, to an affiliate, business merger, business sale or franchise office. In the event of such assignment, the Association shall maintain its rights as stipulated herein. In the event of such sale, Agent shall be released from all liability hereunder upon the express assumption of such liability by its assignee.

9. **Office Hours.** Normal office hours of Agent shall be 9:00 AM to 5:00 PM Monday – Friday, except for recognized legal holidays and unanticipated emergencies. The Agent shall be available to receive emergency phone calls on a 24-hour basis, seven (7) days per week.

10. **Annual Corporate Report.** The Agent shall be responsible for filing the Annual Corporate Report with the Florida Department of State in accordance with the Law of the State of Florida. The information required such as home addresses in the annual report filing process, will be kept confidential, unless the

Board of Directors instruct the Agent otherwise and the Association shall reimburse or pay the cost of such filings to include a processing fee.

11. **Petty Cash Fund.** The President or his/her appointee may maintain a petty cash fund for miscellaneous expenditures in small amounts. Annotated receipts and ledger entries shall be retained to support expenditures. As cash, from time to time, is nearly depleted from the account, the totaled receipts shall be submitted to Agent and a check shall be prepared for that amount made payable to the Petty Cash fund to replenish the Petty Cash account.

12. **Construction/Litigation Management Fee.** The Agent will be entitled to a 5% (five percent) "Construction Project Management Fee" for supervising construction projects resulting from fires, sink holes, acts of terrorism, natural or manmade disasters (such as hurricanes, tornadoes, floods, sabotage, etc.) and any construction, building, property, developer or grounds repair litigation, or any projects, capital improvements or replacements that exceed a cost of \$50,000.00. Said fee will be based upon the total gross cost of the project billed to the Association, the insurance claim or the amount of the litigated settlement, whichever is applicable. Any additional duties or responsibilities that fall outside the parameters and requirements of this Agreement shall be separately negotiated between the Association and Agent. This provision does not apply to typical, routine maintenance and minor repairs but only to projects that exceed a gross cost of \$50,000.00 or more. The Association will have the option of supervising these types of projects itself to avoid the additional fee of 5%

13. **No solicitation / Noncompetition.** The Association agrees that for a period of two (2) years, from the last day of service provided by the Agent, to refrain from soliciting the current and/or former property managers, real estate agents, loan officers, partners, employees, officers, representatives, directors, stockholders or any corporations, sole proprietors, partners or partnerships, independent or joint ventures, limited liability companies, business entities, companies, firms or other persons who may have had access to or knowledge of the Agent's maintenance operations, business records or proprietary information. The Association agrees not to solicit, hire or contract with any of said aforementioned persons or entities without the express written consent of the Agent.

The Agent shall be entitled to seek an injunction against any violation of this provision, in addition to any claim for damages. The Agent shall also be entitled to be paid, as liquidated damage, a sum of \$15,000 for each person described herein, their agents, representatives and/or employers that was induced by the Association to work for, with or on behalf of the Association within the time period that this provision is in effect. There shall be an irrefutable presumption that the Association is in breach of this provision if any of the described entities or persons performs any property management function(s) within said time period. This does not include the Association's current independent contractors, vendors or maintenance personnel.

14. **Mutual Non-Disparagement.** The Agent and the Association hereby covenants and agrees for and on behalf of themselves, their officers and/or directors (including current and former officers and directors), employees, agents, and/or representatives to refrain from publicly criticizing, calling into dispute, disparaging or otherwise defaming, slandering or transmitting libelous statements about the other party, its officers, directors, employees, agents and/or representatives during the period that this Mutual Non-Disparagement Agreement shall remain in full force and effect. For the purpose of this section, "disparaging" shall mean any negative statement, whether written or oral, about the Agent, the Association, their officers, directors, employees, agents and/or representatives. Considering the difficulty in estimating the damages resulting from disparaging, defamatory or slanderous statements, the Agent and Association hereby agree that the injured party shall be entitled to \$2,500.00 in liquidated damages for each and every disparaging, defamatory, and/or slanderous statement made or transmitted by the offending party, its officers, directors, employees, agents and/or representatives to any third party or member of the public. The parties agree and acknowledge that this Mutual Non-Disparagement provision is a material term of this Agreement, the absence of which would have resulted in the Agent refusing to enter into this Agreement.

15. **Association Compliance.** In the event the Association shall fail to comply with any State or Federal Statute, Ordinance, Law, Order or Regulation pertaining to any matter for which the Agent is not responsible under this Agreement, the Agent, in its sole and absolute discretion, considers that the failure of the Association with respect thereto, may result in State or Federal compliance issues, damage or liability to the Agent, may cancel this Agreement upon thirty (30) days written notice to the Association, provided the Agent has given written notice to the Association and the Association has failed or refused to cure or otherwise comply with any such violations of law. The Agent shall then have full authority to cancel the contract. Such cancellation shall not release the indemnities of the Association set forth herein and shall further not terminate any payment, reimbursement or other sum of money then due and payable to the Agent hereunder.

16. **General Terms & Limitations.** The Agent shall have no authority to make any structural changes to the Association Property or to make any other major alterations or additions in or to any building or equipment therein, except such emergency repairs as may be required because of danger to life or property or which are immediately necessary for the preservation and safety of the Community or the safety of the owners and occupants or are required to avoid the suspension of any necessary service to the Community.

17. **Engagement of Employees by the Association.** The Association agrees that it shall not hire, employ or otherwise engage any employees or former employees or contract with or, in any way, engage the services of any firm employing any employees or former employees of the Manager while this Agreement remains in force and continuing consistent with paragraph 13 for a period of two (2) years following the expiration or earlier termination of this Agreement. The provisions set forth in this paragraph do not apply to any personnel employed by the Association at the inception of this Agreement.

18. **Interior Unit Maintenance.** Notwithstanding any provision of this Agreement to the contrary, the Agent is given NO authority or responsibility for maintenance or repairs to the interior of individual homes or units except as stated in the Association Documents or required by Florida Statutes. Such maintenance and repairs shall be the sole responsibility of the owners individually.

19. **Sharing of Records.** The Association agrees and authorizes the Agent to share information and allow the Agent to disseminate records of the Association for the sole purpose of negotiating contracts on behalf of and to the benefit of all of the Associations currently managed by the Agent. It is understood that this type of information can be a direct benefit in negotiating contracts by price comparison on behalf of all of the Agent's Associations. No other sharing of records or information shall be released, disseminated, authorized or permitted without prior approval by the Association, this shall include unit lists and delinquent accounts.

20. **Choice of Law/Venue.** The Law of Florida shall apply to the interpretation and enforcement of this Agreement and jurisdiction and venue shall be in the Courts of Pinellas County or in the Federal Middle District Court of Florida, Tampa Division.

21. **Advice of Counsel.** Both parties to this Agreement have had the opportunity and sufficient time to consult with a lawyer of choice and those whose names and signatures are affixed below have the lawful authority to bind their respective parties and affiliates.

22. **Severability.** If any provision or portion of this Agreement is deemed void and unenforceable, the remainder shall remain in effect.

23. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No prior or present Agreement or representations shall be binding upon any of the parties hereto unless incorporated in this Agreement. No modification or change in this Agreement shall be valid or binding upon the parties, unless in writing executed by the parties to be bound hereby.

24. **Emergency Management Readiness Program (EMR):** This program and section of the contract is optional; if chosen it will bring the Association to a much higher level of disaster readiness and advanced planning. This program is designed and developed specifically to combat the challenges facing communities under our management, and so that the Association can become more involved in emergency planning, which in turn increases safety, reduces risk, exposure and liability to the Association.

The Association is currently provided, by the Agent, with the basic Emergency Management Response services, such as:

- a. To coordinate and contact the necessary contractors to cleanup and re-build the community in the event of a natural disaster.
- b. To process the Insurance claim and supervise reconstructing the community to be consistent with this Management Agreement as outlined in paragraph #12.

The Agent offers, for an additional fee, a risk assessment and prevention management program to mitigate property damage. Our program offers the Association an Emergency Management Readiness Program (EMRP) that will assist in preparing your Community and homeowners with the necessary tools and information should a disaster occur. Refer to the EMRP brochure for details.

The program offers an enormous amount of benefits to your Association when it comes to Disaster Readiness. It's a program that we hope never has to be implemented; however, like insurance, it is an intangible asset that truly needs to be in place. Therefore, Ameri-Tech recommends that the Board of Directors approve the EMR Program services and authorize a one-time set-up charge and a annual update charge as outlined in the EMRP brochure.

**Please check the appropriate box:**

\_\_\_\_\_ Accept Program

 \_\_\_\_\_ Decline Program

25. **Summary Scope of Work:**

- a. Oversee and inspect landscaping/lawn maintenance.
- b. Oversee and inspect waterway maintenance as existing.
- c. Inspect entire community and initiate appropriate corrective actions regarding common grounds maintenance, rules violations, and Architectural standards deviations.
- d. Send letters, correspondence as directed and/or needed for compliance with architectural control, rules and regulations, etc. Conduct follow-up.
- e. Coordinate, oversee & inspect repairs to common grounds and other common area elements.
- f. Provide assistance to welcoming committee if requested.
- g. Receive, consolidate, and present to the Architectural Review Committee all requests for property improvements and modifications.
- h. Respond to resident questions with regard to all rules, regulations, dues or collection matters.
- i. Coordinate with the appropriate Utility Companies, etc., for the repair of streets, street lighting, and common utility lines.
- j. "On call" for after hour emergencies regarding common grounds.
- k. Invoice and collect all Association dues and assessments. At the Board's direction, coordinate legal collection of delinquent accounts with Association's Attorney.
- l. Collect receivables. Prepare disbursements- Maintain Association files. Perform bookkeeping and provide routine financial reports.
- m. Collect, deposit and record funds received by the Association.
- n. Properly disperse operating funds and pay invoices, with appropriate Board approvals.
- o. Maintain and reconcile all bank accounts.
- p. Prepare and publish, on a cash basis, routine financial reports including general ledger, journal entries, check registers, Income & Expense reports and balance sheet. Reports provided monthly with comparison to current month budget as well as year to date budget.
- q. Prepare annual budget for admission to board.  
Maintain all property owner and vendor files.



- r. Maintain liaison with title companies, law firms and real estate brokerages handling individual unit sales to insure complete and accurate record of owners. Issue Certificates of Account regarding residential sales.
- s. Maintain insurance file.
- t. Coordinate all legal matters with Association Attorney.
- u. Attend regular Board of Directors' meetings and annual meeting and render a management report to the Board along with all updates.
- v. Tend to all administrative matters. Out of pocket expenses will be charged to the Association for postage, copying, facsimile, long distance, bank fees, miscellaneous supplies, and storage as stipulate on page #11 of the community management contract.
- w. Perform all office functions and communications on behalf of the Association at the office of the Manager.
- x. Represent the Association as Registered Agent.
- y. Take Board meeting minutes and transcribe for Secretary, if requested. (See page #11 for transcription costs.) The Secretary of the Board shall maintain a master binder of all Association meeting minutes.
- z. Maintain a violation database.

26. **Special Provisions:** The Agent agrees to provide the Association the following:

NONE

**INCLUDED IN FIXED MONTHLY MANAGEMENT FEE:**

- 1) 5 copies of Monthly Financials (online access)
- 2) Faxes, Emails & Phone Calls
- 3) 14 Meetings Annually, unless excused by the Board of Directors
- 4) Community Website Development (No Charge)
- 5) Monthly hosting and updates at no charge for the 1<sup>st</sup> year. After that \$595.00/yr.

Date: \_\_\_\_\_

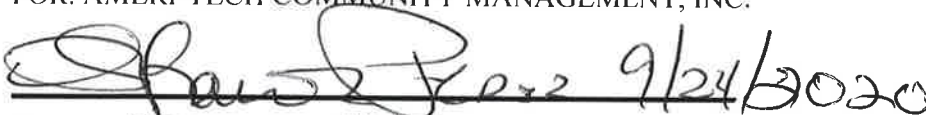
**IN WITNESS hereof, the parties execute this Agreement on the date stated above.**

ON BEHALF OF THE BOARD OF DIRECTORS

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

FOR: AMERI-TECH COMMUNITY MANAGEMENT, INC.

 9/24/2020

Sharon D Perez, Director of Marketing



MICHAEL G. PEREZ, CEO/PRESIDENT

\*See attached page for Additional Administrative Costs.

**MISCELLANEOUS ADMINISTRATIVE COSTS**

<b>Office/Administrative Expense</b>	<b>Cost Per Item</b>
Black & White Copy	\$0.25
Color Copy	\$0.35
Envelopes	\$0.35 / \$0.40 / \$0.45 / \$0.66
Labels/ Postage	\$0.20 / Actual USPS Rates
Year End Statement Postcard	\$1.75 per unit
Check Stock, File set-up, Folders, Micr Ink (Bi-Annual Charge/First & Second Year Set-Up)	\$150.00 - \$300.00 twice per year
Lock Box/Coupon Pmt Books (includes postage/envelope)	\$7.50 Mo / \$6.50 Qt / \$5.50 SA / \$4.50 Annual
Record Storage (per box, per year),	\$45.00
New Association Set-up Fee (includes 1 <sup>st</sup> year record storage)	<del>\$75.00</del> <b>\$250.00</b> <i>S.P. Mt</i>
Entire Unit Mailing (Envelope Stuffing/Labeling), administrative services. (Welcome Packets \$5 each)	\$75.00/Per Hr Labor (for special mailings only) Plus Copies/Envelopes/Labels and Postage
Meeting Minute Preparation (if needed)	\$75.00 for 2 hrs. Add'l time \$25 hour
Unit Owner Rosters	\$25.00 per roster
Maintenance Fee Delinquency 1st Notice / Non Compliance	\$2.00
Lien Preparation/Late Notices (30 days past due 2nd notice)/ NSF Collection Notices/Certified Violation Mailings	\$15.00 (Includes Certified & Regular Mailing; Return Mailing; Copies, Envelopes, etc.)
Origination of Initial Unit Conveyance (Estoppels)	\$250.00 Association Does Not Pay
Affidavit of Mailing/Notary Services/Faxes/Email/Scans	No Charge
Special Accounting/Clerical/Property Managers Requests	\$75 per hour
Payroll Processing	\$25.00 Per Person/Bi-Weekly
Gate Monitoring/Gate Access	\$75.00 per month
Special Assessment Payment Processing	\$2.00 Per Unit/Per Payment
Full Copy of Association Documents	\$75.00
Closing Package for New Owner (Rules & Regulations)	Copies and Postage Only Estopples \$250.00
Ownership Transfers/Application Processing Fee	\$50.00 Per Application
Accounting Services (Audit and/or Tax Prep)	Actual CPA Charges
Accounting Services Manual Check Processing \$2.00 per check. NSF Processing \$2.00	Copies, Postage & Clerical Rate
Administrative Fees for Non-Board Member Request for Records, additional management services.	\$75.00 per hour & Copies and Postage costs
Administrative Fees for Litigation Support Services (including but not limited to, Court Preparation/Appearances, Preparation & Production of Documents, Discovery, Meetings/Depositions	\$75.00 per hour or Clerical Rate
Mortgage F/C Complaints \$15 + copies/postage	Actual Court Fees and Attorney Fees
Court Filings (Liens, Foreclosures, Suits Against Association)	Copies and Postage
Mortgage questionnaires	\$175.00 Buyer/Seller Paid
Web Site Modifications	\$75 per Hour
Web Site Hosting Fee Includes 30 minutes per month of updates, first year no charge.	\$595/yr. – this applies after the 1 <sup>st</sup> year
Background Processing Fee	\$50 per application
General Administrative Services, additional Property Management Services, additional site visits & Accounting not included in contract. (Bank Rec that exceed 4 Bank Accts)	\$75.00/hour
Board Meeting	N/C for 1 <sup>st</sup> 2 hours, beyond that \$50/hr
CINC Web Access: Board Member ONLY Portal, password protected/Community Portal for individual ledger only	N/C per board members, special access or reports will be at a rate of \$75.00 per hr

The miscellaneous administrative costs are incidental to the management contract; are in addition to the monthly management fee and are subject to change without prior notice.

**Special Memorandum Disclosure & Definition**  
Community Association Management Agreement

This letter shall serve as a clarification and/or addendum to the Community Association Management Agreement between the Association and Ameri-Tech. As you are likely aware, most of our association management fees have not increased in many years. It has been our objective to keep the management fees from increasing by attempting to keep costs down. With that in mind and due to certain increases in costs associated with the operation of a property management firm, we have implemented certain provisions and changes consistent with the attached Community Management Agreement and standardizing certain recurring charge backs, adding some additional charges with respect to managing association-owned units which will include units where the Association is collecting the rent and implementing the 5% project management fee as stipulated in the attached Community Association Management Contract .

The following defines conditions already implemented in the attached Community Management Contract:

**RECURRING CHARGE- BACKS**

The Association will be charged a flat rate for their monthly charge-backs. This includes regular copies, postage, envelopes, labels, checkbooks, ledgers, folders, check stock, magnetic ink and any other regular recurring costs that the Association incurs during the month and that Management has to spend in the administrative operation of the Association. Due to the fact that an enormous amount of time and cost is being spent tracking these charge-back reimbursements, your administrative charges will be based off an average of what you have been charged in the past. In the beginning this average will be estimated and adjusted accordingly.

Our objective is to become more lean and efficient when it comes to processing regular and recurring charge-backs. Irregular or extra charges will be billed at the time they're incurred, such as mailing out newsletters, noncompliance, delinquencies, manual deposits, foreclosure actions or any other special requests that the Board of Directors may want the Management Company to perform from time to time. This also does not cover your mid-year setup, storage costs, and preparation of year-end back-up requirements, hosting fees and additional storage charges as well as tax preparation.

**ASSOCIATION OWNED UNITS.**

Due to the fact that we have been spending an enormous amount of resources managing association owned units and collecting rent from units now owned by the Association, we have implemented a charge to the Association which will represent a flat fee of \$100.00 per month per unit under Association Management.

The time involved, the collection, the phone calls for repairs, getting the units ready for rent and managing the interior of these units has not been customarily the responsibility of the manager and not included in the Community Management Contract. Therefore, if the Association would like Ameri-Tech to continue to manage these types of units, the fee will be \$100.00 per unit per month for Association owned units. Our objective, with our real estate division, will be to increase the proposed rent by \$100.00 which should cover this additional fee. This will keep your management fee cost from going up and still provide the same service concerning Association-managed units. The Association will have the option of managing these units themselves if they choose to avoid this charge. There will still be a procurement charge by the real estate division for the finding of a tenant initially, this amount will be equal to one month's rent, with no recurring fee for renewals.

## PROJECT MANAGEMENT FEE

The contract specifies a construction/litigation management fee. This fee represents 5% based on the total project cost or the total insurance claim or loss. This fee was intended for supervising reconstruction of a project in the event of cataclysm. This provision also applies in that the Agent can charge a fee for projects that exceed \$50,000.00 or more and that the Association may have the option of supervising these projects itself if they choose to avoid the additional charge of 5%.

This fee will only apply to projects that exceed \$50,000.00. Therefore, in essence, the construction/litigation management fee will be consistent with the contract which states the Agent will be entitled to 5% construction management fee for supervising reconstruction from cataclysm as well as capital improvements that exceeds \$50,000.00. Again, this provision does not apply to typical routine maintenance and minor repairs but only projects requiring hiring one or more licensed contractor(s) or subcontractor(s) to perform building repairs due to natural disasters, fires, sinkholes, hurricanes, tornadoes, floods, as well as any capital improvements that exceed \$50,000.00 such as exterior painting, paving and roofing.

As previously mentioned the Association can still opt out of these charges and supervise these projects through a committee. If the Association decides to go in that direction, the Agent will assist at no additional charge, to ensure the continuity of the project, still obtain bids, specifications, process checks, lien releases, file claims and coordinate the necessary information so the Board of Directors can make an informed decision. The Board of Directors, prior to this charge, will be informed and may approve or decline this fee when applicable.

AMERI-TECH COMMUNITY MANAGEMENT, INC.

This Special Memorandum Disclosure & Definition is made part of the Community Management Contract.