

COMMUNITY MANAGEMENT AGREEMENT
Contract Addendum

Be It Known that the undersign parties for good consideration agree to make the following changes, amendments and/or additions to the original agreement dated: January 1st, 2019

This contract addendum dated the 1st day of January 2022 by and between

EASTWOOD PINES TOWNHOMES ASSOCIATION, INC.

referred to as "the Association," and **AMERI-TECH COMMUNITY MANAGEMENT, INC.**, and related Companies i.e., (Ameri-Tech Realty, Inc., Ameri-Tech Property Management, Inc., Ameri-Tech Emergency Management, Inc., Ameri-Tech Companies, Inc., and ATM Maintenance Services, Inc.) hereinafter referred to as "the Agent," obligates and binds each party in accordance with the following changes, amendments and/or additions.

Both parties agree that paragraphs 1 and 2 of the original contract shall be modified/amended and changed to reflect a management fee increase and term extension. This contract addendum shall read as follows:

the Association exclusively employs the Agent at a NEW monthly management fee rate of:

\$750.00 which totals \$9,000.00 a year:

The original contract and any extensions/addendums thereafter are being extended for an additional (3) years period commencing on the 1st day of January 2022 and ending on the last day of December 2024. Furthermore, this Contract Addendum after the end of this extension period shall automatically renew for the same period as stipulated herein and shall continue to renew for the same term every renewal period thereafter, unless (thirty) 30 days' notice is given prior to the expiration date of any renewal period, or as described in the original agreement. There will be no other changes to the original contract and all other terms and conditions in the original contract shall remain in full force. Any future changes to these terms and conditions will require both parties to agree in writing.

All other terms and conditions as stipulated in the original Community Management Agreement shall remain unchanged and in full force, and no other terms or conditions in the original management agreement are negated as a result of this contract addendum.

IN WITNESS hereof, the parties execute this Addendum on the date stated above:

ON BEHALF OF THE BOARD OF DIRECTORS

Name:

Jean E. Miller

Name:

Jean E. Miller

FOR: AMERI-TECH COMMUNITY MANAGEMENT, INC., & related companies.

MICHAEL G. PEREZ, CEO/PRESIDENT

Official Stamp
AMERI-TECH REALTY, INC.
Michael G. Perez Designated Broker/CEO
24701 US Hwy 19 North Suite #102
Clearwater, FL 33763
727-726-8000

PROPERTY MANAGEMENT AGREEMENT



This contract, dated the 23 day of March, 2011 by and between **Eastwood Pines Townhomes Association, Inc.**, referred to as "the Association," and **AMERI-TECH PROPERTY MANAGEMENT, INC.**, and related Companies 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 APRIL, 2011 and terminates on the last day of MARCH, 2012. The Association exclusively employs the Agent at a monthly rate of **\$10.00 per door** which totals **\$560.00 per month, \$6720.00 per year**, payable in advance, and due on the first day of each month. 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 unless written notice of cancellation is given at least 30 days prior to the expiration date of the contract.
 - a. This contract may be cancelled **without cause** during the first 12 months of the contract, provided 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 30 days written notice, (sent certified mail, return receipt requested) is given with specificity of a substantial non performance of a material term or condition of this Agreement by the Agent, and such non performance continues for 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 non performance of a material term or condition of this Agreement by the Agent, and such non performance continues for 30-days without an adequate cure, correction or remedy. A wrongful act performed or caused by the Agent (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.

Do we hire an attorney? *[Signature]*

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 reimburse 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 20 Days after the bank statement closing date. Financial Reports will be postmarked no later than the 15th of the following month.

m. **Annual Budget.** The Agent shall prepare the Proposed Annual Budget Draft with the assistance of and the approval by 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 cost (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.

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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. Otherwise, the Agent 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, and 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 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 any and all compensation paid by the Agent for employee services rendered by Agent to the Association to include a processing fee.

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 and 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.

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

a. **Insurance.** *(Committee insurance) Ltr the policy for funds*
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 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 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 estoppels' 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 routine postage, copies, coupon, payroll and other overhead costs associated with Association business and activities, whether incurred by itself or the Agent, in the same fashion as any business with operating costs. It is understood these costs are subject to change from time to time without notice.

d. **Cash on Hand.** The Association shall 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, and suits, and their related costs and expenses regardless of fault. 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 exclude any gross negligence, misconduct and all fraudulent activity conducted by Agent, its Officers, Directors, Property Managers or employees.
8. **Assign ability.** The Agent may assign this contract without the consent of the Association to an affiliated, 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 law with concurrence by the Board of Directors, 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 3% (three 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. Said fee will be based upon the total gross cost of the project billed to the Association or the amount of the litigated settlement whichever is greater. 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 requiring the hiring of one or more licensed contractors or subcontractors and a building or construction permit. Said fee applies to project management of \$10,000.00 or more, and the Association will have the option of supervising these types of projects itself to avoid the additional fee of 3%.
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 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 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 damages; a sum of \$10,000 for each person described herein that was induced to leave the employment of or relationship with the Agent 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. **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, the Agent may cancel this Agreement upon 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.

15. **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.

16. **Engagement of Employees by the Association.** *NO ONE IN CONFLICT WITH THE CO* The Association covenants and 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.

17. **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.

18. **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 in the benefit of all of the Association's 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 Association's. 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.

19. **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.

20. **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.

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

22. **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.

23. **Spccial Provisions:** The Agent agrees to provide the Association the following:

a.) No charge for the "coupons" for the first year 2011.

Ameri-Tech Community Management

MISCELLANEOUS ADMINISTRATIVE COSTS

Office/Administrative Expense	Cost Per Item
Black & White Copy	\$0.15
Color Copy	\$0.28
Envelopes	\$0.20 / \$0.25 / \$0.30 / \$0.50
Labels	\$0.10
Postage	Actual USPS Rates
Check Stock (Bi-Annual Charge/Mid & End of Year Set-Up)	\$50.00 - \$100.00
Maintenance Fee / Special Assessment Coupons	\$4.50 Mo / \$3.50 Qt / \$ 2.50 SA / \$1.50 Annual
Record Storage (per box, per year)	\$25.00
New Association Set-up Fee (includes first year record storage fees)	\$295.00
Entire Unit Mailing (Envelope Stuffing/Labeling)	\$15.00/Per Hr Labor (for special mailings only) Plus Copies/Envelopes/Labels and Postage
Meeting Minute Preparation (if needed)	\$50.00
Unit Owner Rosters	No Charge
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	\$10.00 (Includes Certified & Regular Mailing; Return Mailing; Copies, Envelopes, etc.)
Origination of Initial Unit Conveyance (Estoppels)	\$125.00 Seller Paid
Affidavit of Mailing & Notary Services	No Charge
Faxes/Email Communication	No Charge
Payroll Processing	\$20.00 Per Person/Bi-Weekly
Gate Monitoring/Gate Access	\$55.00 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
Ownership Transfers	No Charge
Accounting Services (Audit and/or Tax Prep)	Actual CPA Charge Copies , Postage & Clerical Rate
Accounting Services (Manual Check Processing/Customized Statements/Cash Management Bank Accounts up to 4)	Copies, Postage & Clerical Rate
Administrative Fees for Non-Board Member Request for Records	Copies and Postage Only
Administrative Fees for Litigation Support Services (including but not limited to, Court Preparation & Appearances, Preparation & Production of Documents, Discovery, Meetings and Depositions with Counsel)	\$75.00 per hour or Clerical Rate
Court Filings (Liens, Foreclosures, Suits Against Association)	Actual Court Fees and Attorney Fees Copies and Postage
Mortgage questionnaires	\$125.00 Buyer/Seller Paid

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.

Date

3/16/11

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

ON BEHALF OF THE BOARD OF DIRECTORS

Name:

Freddie Hulteen president

Name:

Carla Morosky Director

FOR AMERI-TECH PROPERTY MANAGEMENT INC.

Michael G. Moore GENERAL MANAGER
Michael G. Perez, President, or Authorized Agent

*See attached page for Additional Administrative Costs.

INCLUDED IN FIXED MONTHLY MANAGEMENT FEE :

- 1) 5 Copies of financials each month
- 2) Faxes and emails
- 3) 12 meetings annually, unless excused by the Board of Directors