

INTERNATIONAL BEACH CLUB CONDOMINIUM ASSOCIATION, INC.

d/b/a

Fountain Beach Resort

313 S. Atlantic Ave.

Daytona Beach, FL 32118

Board of Directors' Meeting Agenda

Monday, January 8, 2026

9:00 a.m.

(First Floor Meeting Room)

- I. CALL TO ORDER
- II. ROLL CALL - Establish Quorum and Verify Posting of Agenda
- III. MINUTES - Disposal of Minutes from December 8, 2025 and December 29, 2025
- IV. CAM REPORT - Written report to be provided to the Board
- V. FINANCIAL REPORTS - Disposal of Financial Reporting
- VI. LLC UPDATE
 - 1. LLC Manager - Board Update
 - 2. Oasis LLC Financial Reports
 - 3. Rental Program Occupancy/Volume/Revenue
- VII. OLD BUSINESS/NEW BUSINESS
 - 1. Roof Maintenance
 - 2. Golf Cart Contract
 - 3. North & South door update
 - 4. Elevator Safety installation update
 - 5. Update from CAM on collections of outstanding monies
 - 6. Update on Forensic Audit progress
 - 7. South side entrance wing wall
 - 8. Air Curtains
 - 9. Pool railings and gates
 - 10. Ratify Contract for shoring
 - 11. United Engineering Contract for repairs to 216/316 balconies
 - 12. FPL Doors
- VIII. BOARD MEMBER REMARKS/OWNER COMMENTS
- IX. ADJOURNMENT

Go to the zoom website at www.zoom.us

Click on "join a meeting"

Enter the meeting ID: 3862557491

Call in phone number is (386) 347-5053

INTERNATIONAL BEACH CLUB CONDOMINIUM ASSOCIATION, INC.

BOARD OF DIRECTORS' MEETING

December 8, 2025

President Randy Deavers called the meeting to order at 10:00 a.m. Board Members present in person were Tonda Meadows, Treasurer, Ron Williams, Secretary and Diane Baker, Director at Large. Randy Deavers, President and Steve Saker, Vice President attended via Zoom, with Steve Saker joining the meeting at 10:11 a.m. Becky Lewis from Property Management with Distinction (PMD) was also in attendance. Proof of notice that the meeting was posted at least 48 hours prior to the meeting was presented, and a quorum was established.

Tonda Meadows made a motion to accept the meeting minutes from the November 10, 2025 meeting as revised. The motion was seconded by Ron Williams and passed unanimously.

Rental Program Occupancy/Volume/Revenue

Rich Musgrove reported that November 2025 was down 62% compared to 2024. In 2024, several rooms were rented by FEMA for Hurricane Milton aid. Occupancy during Turkey Rod Run was also down from last year.

CAM Report

Becky Lewis provided a report. Collection efforts continue. The first notice of the Annual Meeting was sent out on November 13th. Six (6) owners submitted their intent to run for the five (5) vacant Board positions, so there will be an election. Becky Lewis will set up an owner who has completed an electronic voting consent in Electionrunner.com.

Becky Lewis is finalizing the proposed 2026 budget to be sent to the Board for review before being sent to all owners no later than December 15th. The Second Notice of the Annual Meeting will be sent out at the same time to save postage.

Forensic Audit

Ascend Accounting still has not provided their report on our forensic audit. It had been scheduled to be delivered last Thursday or Friday, but the auditor missed that deadline.

Financials

On the advice of the Forensic Accountant, the financials and the aging report were not published. No action was taken.

New/Old Business

North & South Doors

Becky Lewis provided a proposal from one vendor for installation of the doors at \$1,500 per door, but has not received the proposal from the second contractor to get a quote for installation. No action was taken.

Update ordering of Elevator safety features

Ron Williams has been trying to reach our representative from Delaware Elevator for an update but the representative has not returned his calls. He will continue to reach out.

Collections

We have collected \$177,071.33 of past due fees over the past 3 months. There are outstanding balances of \$170,014.81 outstanding, of which \$68,385.03 is for the Special Assessment. A total of \$46,462.69 was collected this month, with \$40,189.11 being collected towards monthly fees and \$6,273.58 being collected towards the Special Assessment.

Once we receive the forensic audit back, we can get more aggressive on outstanding balances. We want to ensure that the balances are correct before assessing interest and make sure that we are staying compliant with fair debt collection laws.

Tonda Meadows made a motion that anyone with the Special Assessment delinquent should not be allowed to vote. This motion was seconded by Ron Williams and the motion passed unanimously.

South Side Wing Wall

This project has been tabled until we have the new South door installed.

Air Curtain

The donated air curtain has not been installed yet. Ron Williams will work with Brad to try and get it installed.

Pool railings and gates

The new gates have been ordered, with a 7 week lead time. The new locks are in.

Balconies

Becky Lewis and Ron Williams will meet with United Engineering Consultants later today at 2:00 p.m. All work has been stopped until after this meeting.

Ron Williams made a motion to ratify the proposal from United Engineering to inspect three (3) balconies at a cost of \$1,750. Tonda Meadows seconded the motion and it passed unanimously.

The Association is sealing the balconies to restore the functionality of the grout to prevent further water penetration. Steve Saker made a motion to approve the purchase of more sealer. Randy Deavers seconded the motion, and it passed unanimously.

FPL Doors

Becky Lewis provided a proposal from one vendor for installation of the doors at \$14,500.00 but has not received the proposal from the second contractor to get a quote for installation. No action was taken.

New Door Locks

Randy Deavers made a motion to approve the proposal for 10 left and 10 right new door locks at a cost of \$2,820. Ron Williams seconded the motion, and it passed unanimously.

Sign

Tonda Meadows made a motion to approve the \$2,200 proposal from Don Bell to repair sign that is believed to have been caused by FPL severing the power lines. Ron Williams seconded the motion, and it passed unanimously. Fixtures inside will be replaced with LED lights, which should save electricity.

Purchase of a new TV for meeting room

Ron Williams made a motion to purchase a new TV at a cost of no more than \$500. Diane Baker seconded the motion. The motion passed unanimously.

Removal of HOA Information from Rental Website

Diane Baker made a motion to remove the HOA information from the www.daytonafountainbeach.com website, since the HOA has established its own website, www.ibcowners.com.

Owner Comments

There being no owner comments, Randy Deavers made a motion to adjourn the meeting at 10:44 a.m. The motion was seconded by Ron Williams and passed unanimously.

**INTERNATIONAL BEACH CLUB CONDOMINIUM
ASSOCIATION, INC.
BOARD OF DIRECTORS' MEETING
December 29, 2025**

President Randy Deavers called the meeting to order at 10:02 a.m. Board Members present in person were Steve Saker, Vice President, Ron Williams, Secretary and Diane Baker, Director at Large. Randy Deavers, President attended via Zoom, Tonda Meadows, Treasurer, was unable to attend. Becky Lewis from Property Management with Distinction (PMD) was also in attendance. Proof of notice that the meeting was posted at least 14 days prior to the meeting was presented, and a quorum was established.

Steve Saker made a motion to approve the December 8, 2025 meeting minutes. Motion died for a lack of a second and no action was taken.

2026 Budget

Questions regarding specific budget line items were discussed and answered. Steve Saker made a motion to approve the 2026 budget as presented. Ron Williams seconded the motion and the motion passed unanimously.

Owner Comments

Julie Dusz had several questions regarding the operation of the LLC, which were answered as much as possible. It was suggested that additional questions be directed to the LLC, as this meeting was for Association business to be conducted.

Ron Williams made a motion to adjourn the meeting at 10:47 a.m. The motion was seconded by Diane Baker and passed unanimously.

[illegible]



October 1, 2025

Ship To Contact:
Cindy Richardson

Sold To Contact:
Cindy Richardson

Ship To Account:
Fountain Beach Resort
313 S Atlantic Ave
Daytona Beach, FL 32126

Sold To Account:
Fountain Beach Resort
313 S Atlantic Ave
Daytona Beach, FL 32126

The following Scope of Work is for your approval to complete repairs at the above referenced location:

SCOPE OF WORK

Project Preparation:

1. Conduct pre-job meeting to discuss set up, safety requirements, and job site logistics
2. Review roofing system requirements and finalize schedule.
3. Load roofing materials onto rooftop and insure roofing materials are spread out evenly over roof area to disperse weight load and secure as required.
4. Set up warning tapes/flags around staging area to ensure no unauthorized personnel accidentally enters the staging area.

Specifications:

Pressure cleaning

- 1.) Upload Pressure cleaner on to the roof.
- 2.) Pressure clean approximately , 16,863sqft
- 3.) A water source will be provided by the customer.

Standard Operating Procedures:

1. All work shall be performed in a safe, professional manner in compliance with OSHA federal and state regulations.
2. Clean up work premises daily during construction and at the completion of the project.
3. Conduct a post job walk through for final sign off of job completion form and address any punch list items if they exist.
4. We will furnish you with a copy of our Workman's Compensation and Insurance Certificate coverage upon receipt of an order to proceed with the work.

CentiMark Corporation is not responsible for any pre-existing conditions including, but not limited to, structural damage or deficiencies, clogged drains, ponding water, or other hidden deficiencies such as damaged or leaking skylights, HVAC units or conduit, electrical or gas lines. It is the building owner's obligation to provide corrective measures if any of these conditions are found prior to or during the performance of the Work. CentiMark Corporation is not responsible for *interior protection* from dust and debris, which may result from the performance of the Work. Unless otherwise specified, Purchaser shall be responsible for building permits, should they be required.



INVESTMENT SUMMARY

PURCHASE PRICE: \$6,025.00 plus applicable taxes

CENTIMARK STANDARD PAYMENT TERMS APPLY

Comments/Options

Thank you for your interest in our products and services. We look forward to serving you. Should you have any questions or roofing concerns please do not hesitate to contact me directly at and /or email at anthony.bridges@centimark.com.

Anthony Bridges

Service Sales Representative
CentiMark Corporation

The quotes appearing in this Proposal have been calculated based on current prices for the component building materials. However, the market for building materials is considered to be volatile, and sudden price increases could occur through no fault of CentiMark. Since the quotes are material terms of this Proposal, CentiMark exclusively reserves the right to revoke, without written notice, the quotes at any time prior to acceptance of this Agreement.

Purchaser Acceptance:

I authorize CentiMark to perform the Scope of Work outlined above. By my signature below, I certify that I have authority to bind the Purchaser and have had the opportunity to review the terms of the Agreement located at <http://www.centimark.com/service-proposal-terms-and-conditions>

Printed Name/Title:

Date:

CENTIMARK® CORPORATION
12 Grandview Circle...Canonsburg, PA 15317
Nationwide 800.558.4100 / www.CentiMark.com



October 1, 2025

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2. Review roofing system requirements and finalize schedule.
3. Load roofing materials onto rooftop and insure roofing materials are spread out evenly over roof area to disperse weight load and secure as required.
4. Set up warning tapes/flags around staging area to ensure no unauthorized personnel accidentally enters the staging area.

Specifications:

(Conduit Support Replacement) Please see overview/photos

- 1.) CentiMark crew to remove up to 130 existing worn conduit supports.
- 2.) CentiMark crew to furnish and install NP-1 to the bottom of each Conduit Support to adhere to the TPO membrane.
- 3.) CentiMark crew to furnish and install up to 130 new Pipe Guard conduit supports.
- 4.) CentiMark crew to put the existing conduit lines into the newly installed Pipe Guard conduit supports.
- 5.) CentiMark crew to clean of debris leftover from the area work has been performed.

Standard Operating Procedures:

1. All work shall be performed in a safe, professional manner in compliance with OSHA federal and state regulations.
2. Clean up work premises daily during construction and at the completion of the project.
3. Conduct a post job walk through for final sign off of job completion form and address any punch list items if they exist.
4. We will furnish you with a copy of our Workman's Compensation and Insurance Certificate coverage upon receipt of an order to proceed with the work.

CentiMark Corporation is not responsible for any pre-existing conditions including, but not limited to, structural damage or deficiencies, clogged drains, ponding water, or other hidden deficiencies such as damaged or leaking skylights, HVAC units or conduit, electrical or gas lines. It is the building owner's obligation to provide corrective measures if any of these conditions are found prior to or during the performance of the Work. CentiMark Corporation is not responsible for *interior protection* from dust and debris, which may result from the performance of the Work. Unless otherwise specified, Purchaser shall be responsible for building permits, should they be required.



INVESTMENT SUMMARY

PURCHASE PRICE: \$3,042.00 plus applicable taxes

CENTIMARK STANDARD PAYMENT TERMS APPLY

Comments/Options

Thank you for your interest in our products and services. We look forward to serving you. Should you have any questions or roofing concerns please do not hesitate to contact me directly at and /or email at anthony.bridges@centimark.com.

Anthony Bridges

Service Sales Representative
CentiMark Corporation

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Printed Name/Title:

Date:

CENTI-MARK® CORPORATION
12 Grandview Circle...Canonsburg, PA 15317
Nationwide 800.558.4100 / www.CentiMark.com

COMMERCIAL LEASE AGREEMENT

1. **PARTIES.** The parties to this commercial Lease are:

Landlord: International Beach Club Condominium Association, Inc.

Tenant: Daytona Fun Rentals LLC

2. **PROPERTY:**

Legal Description: See Attached Exhibit "A"

The above-referenced parcels shall jointly constitute the "Property"

3. **TERM.** The Term of this Lease is **five (5) years**, beginning on January 1, 2026, and terminating on the **31st day of August, 2030**. Landlord or Tenant may terminate the Lease at any time during the Lease Term by providing the other party with a minimum of **120 days'** written notice, and timely paying rent during the pendency of the 120-day period. Tenant agrees that if Tenant should terminate this Lease without providing Landlord 120 days' written notice pursuant to this provision, Landlord shall be entitled to liquidated damages in the sum of the rent which would have been due during the 120-day period (four months' base rent during the applicable portion of the Term hereof). Landlord and Tenant further agree that the amount of such liquidated damages are reasonable and shall adequately compensate Landlord for Tenant's failure to properly notify Landlord of Tenant's termination of this Lease.

4. **RENT AND SECURITY.** The first rent payment due to Landlord during the Lease Term shall be on January 1, 2026, and Tenant shall continue to pay Landlord **monthly rent in the sum of \$1,011.75**, representing base rent. Tenant shall pay all sales tax assessed against rent (if applicable) for and during the Term as defined herein, which shall be considered additional rent. Landlord shall be the party responsible for remitting the sales tax (if applicable) to the State of Florida. All payments of rent must be paid in advance via direct deposit or check and due no later than the 1st day of each month. A rent payment will be considered late if not received by the Landlord by the 10th day of each month at which time a late fee penalty which is deemed to be additional rent shall be automatically imposed, **without additional demand, in an amount equal to two hundred and fifty dollars (\$250.00)**. If the rent, plus applicable sales tax and/or late fee, is not paid in full by the fifteenth (15th) day of the month, Tenant shall be deemed in **default under this Lease**. Beginning on January 1, 2027, and continuing on September 1st of each subsequent year of the Lease Term, monthly rent shall increase by **3.0%** over the preceding year's base rent amount.

Landlord has received from Tenant, a **security deposit** in the sum of **\$1,350.00**, which shall be held by Landlord as security for Tenant's performance under this Lease. Landlord may apply any amount of, or all of the security deposit to repair damage caused by Tenant during the Lease Term, and may require Tenant to replenish or increase the security deposit thereafter. Failure of Tenant to maintain an adequate security deposit in conformance with this section shall constitute a Tenant default under this Lease.

5. **USE OF PROPERTY.** The Property will be used as a golf cart rental station, and for no other purpose without Landlord's prior written approval. Tenant shall not use the Property as a residence at any time during the Lease Term, nor use the Property for any purpose in violation of local rules, regulations, codes, ordinances, or laws. Tenant shall be solely responsible for compliance with the same.

6. **ASSIGNMENT AND SUBLETTING.** Tenant **SHALL NOT** assign this Lease in whole or in part or sublet all or any part of the Property without first obtaining Landlord's prior written consent in Landlord's sole and absolute discretion.

7. COMPLIANCE WITH REGULATIONS. At all times Tenant, and Tenant's guests and invitees, must act in accordance with all applicable statutes, ordinances, rules, orders, regulations, and requirements of federal, state, county, and city governments and their respective agencies. This includes mandatory compliance with minimum building, health, and safety standards regarding the Property, and the Americans with Disabilities Act of 1990 (the "ADA"). Tenant will save Landlord harmless from fines, penalties, costs, expenses, or damages resulting from Tenant's failure to observe and perform the undertakings contained in this section, including any violations of the ADA.

8. ALTERATIONS AND FIXTURES; SIGNAGE. The Tenant acknowledges that all fixtures which are affixed to the Property as of the Effective Date hereof are the property of the Landlord and shall remain the property of Landlord throughout the Term of this Lease. Tenant acknowledges that all signage regardless of type or location related to the Property and Landlord's real property is owned and controlled entirely by the Landlord. After the beginning of the Lease Term, Tenant shall not alter, change or modify any portion of said Property or erect any signs during the Term of the Lease without the prior written consent of the Landlord; provided, that such consent shall not be unreasonably withheld and provided further that such alterations and improvements as are made by the Tenant shall when made become, at the option of the Landlord, part of the realty and belong to the Landlord at the expiration of this Lease. At the option of the Landlord, Tenant shall remove such alterations or improvements at the Tenant's expense and restore the Property to the condition existing before the alterations or improvements were made. All improvements by Tenant shall be in compliance with all state, federal and local laws, regulations, ordinances and codes.

9. INDEMNITY AND HOLD HARMLESS. Except to the extent indemnity is provided by insurance, Tenant shall defend Landlord and save Landlord harmless from any and all claims, causes of action, penalties, loss, cost or damage, costs of investigation, and reasonable attorneys' fees for which Landlord may be liable as a result of or in any way connected with (i) the operation or use of the Property by Tenant; (ii) the repair and maintenance of the contents and interior of the Property; (iii) the construction of improvements made to the Property by Tenant; or (iv) any failure of Tenant to keep or perform the covenants to be kept or performed by Tenant under this Lease.

10. INSURANCE. Tenant shall, at Tenant's expense obtain and maintain during the Lease Term the following insurance in form satisfactory to Landlord, with one or more insurers qualified to do business in Florida: Public liability and comprehensive general liability insurance with minimum limits of \$1,000,000.00 for injury to one person arising out of a single incident, property damage, or combination thereof. Tenant shall provide evidence of the required coverages to Landlord upon Landlord's request.

10.1 The following provision applies to all insurance required under this Lease:

Landlord must be named as additional insured and loss payee in all policies of insurance. All renewal policies must be delivered to Landlord not less than 30 days before expiration of the policy. No policy of insurance will be subject to cancellation or reduction in amount unless at least 30 days' written notice is given to Landlord.

11. CONSTRUCTION AND OTHER LIENS. Landlord's interest in the Property and the underlying fee is not and shall not be subject to any lien for improvements to the Property undertaken by Tenant whether or not such improvements were made with the consent of Landlord. The interest of Landlord is not and will never be subject to a lien to secure payment for any work, improvements, services, sewers, or material furnished to the Property at the request of Tenant or made by Tenant, and Tenant shall immediately remove the same or procure all necessary bonds or substitute securities to release said liens, all at the sole expense of Tenant.

12. REPAIRS, MAINTENANCE & UTILITIES.

12.1 During the Term, and except as otherwise provided for herein, Tenant, at Tenant's expense, will repair and maintain in good, clean, operational and orderly condition all portions of the interior of the Property and all contents contained therein. All other repair and maintenance obligations as to the remainder of the Landlord's real property which are not specifically Leased to the Tenant pursuant to this Lease, including but not limited to the exterior of the building, all structural components, roof, plumbing, electrical, HVAC, parking lot, sidewalks, and signage, shall be the sole and exclusive responsibility of the Landlord. Tenant will not commit or permit waste of the Property and must return the Property to Landlord upon expiration of the Term in the same condition as they were in at the start of the Term and as thereafter improved by Tenant, ordinary wear and tear excepted.

12.2 Tenant shall pay and be responsible for all water, sewer, gas, electric, fuel oil, trash and rubbish removal and all other utilities applicable to or servicing the portion of the Property rented by Tenant, and such amounts shall not be included in Tenant's rent obligation set forth herein. Tenant shall place all such utilities in the name of Tenant and shall be solely responsible for all deposits relating to the same.

13. CONDITION OF PROPERTY. Tenant acknowledges that: (i) no representation has been made to Tenant concerning the suitability of the Property for Tenant's purposes; and (ii) no promise has been made to Tenant that Landlord will decorate, alter, repair, or improve the Property beyond the written obligations of Landlord contained in this Lease.

14. CASUALTY. If any portion of the Property are damaged by fire or other casualty, this Lease shall terminate as of the date of the casualty, Tenant's rent obligation will terminate as of the date of the casualty, and Tenant must vacate the Property within 10 days after receipt of Landlord's election to terminate this Lease under this provision.

15. RIGHT OF ENTRY. Landlord and Tenant acknowledge that Landlord may keep keys to the Property and enter the Property Leased to Tenant as described herein, at any time due to emergency or during normal business hours for purposes of routine repair or maintenance. Landlord shall endeavor to provide Tenant with 24-hour advance notice before entering the Property.

16. WAIVER. Landlord's failure to demand Tenant's strict observance of Tenant's obligations under this Lease will not be construed as a waiver of Landlord's right to demand strict observance of Tenant's obligations on any subsequent occasion. Landlord's acceptance of rent with knowledge of Tenant's default under the Lease will not be construed as a waiver of Landlord's right to require Tenant to cure the default. If Tenant fails to cure the default timely, or if the default is of such nature that it cannot be cured, this Lease may be terminated at the election of Landlord. No course of dealing between Landlord and Tenant shall constitute waiver of any of the Landlord's rights or any of the Tenant's obligations hereunder.

17. TAXES AND ASSESSMENTS. Landlord will pay all ad valorem property taxes assessed against the Property and all assessments imposed by the property owner's association where the Property is located. Tenant's contributions toward ad valorem real property taxes and association dues and assessments is included in Tenant's monthly base rent. Tenant must pay all tangible personal property taxes levied on the property, fixtures, improvements and personal property located upon or within the Property that become due and payable during the Term. All said taxes and assessments must be paid by Tenant within 30 days after the date they first become payable.

18. TERMINATION. Notwithstanding the other Lease termination provisions herein, Landlord shall have the right to terminate this Lease if Tenant fails to cure any default of the terms herein (15) days after

receiving written notice of such default or failure to comply with the terms of this Lease, including but not limited to non-payment of rent; or as provided by law.

19. HAZARDOUS MATERIALS. Tenant, at its sole cost, must comply with all Hazardous Materials Laws and is responsible for all costs and expenses related thereto. Tenant shall not use, store or dispose of any Hazardous Materials at the Property without the prior written consent of the Landlord and any failure to obtain will be a default of this Lease. "Hazardous Materials" means any substance, material, or waste that is or becomes regulated by any local governmental agency, the State of Florida or the federal government, including, but not limited to, any material or substance that is (i) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. 1251, or listed pursuant to Section 307 of the Clean Water Act, 33 U.S.C. 1317, (ii) defined as a "hazardous substance" under Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601, (iii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. 6901, (iv) petroleum, (v) asbestos, and (vi) polychlorinated biphenyls.

20. Intentionally Deleted.

21. GENERAL.

21.1 Applicable Law. This Lease will be governed by the laws of Florida. Venue in the case of any dispute shall be in Volusia County, Florida.

21.2 Captions. The captions and headings contained in this Lease are for convenience only and will not be used to interpret or construe this Lease.

21.3 Counterparts. This Lease may be executed in several counterparts, all of which are to be considered one document, and any one of which may be introduced into evidence without production of any other copy.

21.4 Entire Agreement. This Lease sets out the entire agreement of the parties. There are no implied covenants or warranties except as expressly set forth herein. No agreement to modify this Lease will be effective unless in writing and executed by the party against whom the modification is sought to be enforced.

21.5 Notices. All notices that either party desires or is required to give the other must be in writing and delivered by personal delivery or by certified or registered mail. Notices to Landlord must be delivered to Landlord's address shown in the Lease (Paragraph 1), and to Tenant at the Property (Paragraph 1). Landlord may change address from time to time by giving written notice to Tenant of the change.

21.6 Parties Bound. This Lease is binding on, and inures to the benefit of, the parties and to the heirs, successors, assigns, and personal representatives of Landlord; and, to the extent permitted, to the successors, assigns, and personal representatives of Tenant.

21.8 Severability. If any provision of this Lease or its application to any person or circumstance is declared invalid or unenforceable, the remainder of this Lease will not be affected but will be enforced to the extent permitted by law.

21.9 Time of the Essence. Time is of the essence in the performance of this Lease.

EXECUTED and effective as of the _____ day of _____, 2025.

LANDLORD

By: _____

TENANT

By: _____

By: _____

Collections		Monthly	Collected each month	Special Assessment	Collected each month	Total Outstanding	Total Collected
	08/31/25	\$236,600.20		110,485.94			
	09/30/25	\$161,687.17	\$74,913.03	89,607.83	\$20,878.11	\$251,295.00	\$95,791.14
	10/31/25	\$141,818.89	\$19,868.28	74,658.61	\$14,949.22	\$216,477.50	\$34,817.50
	11/30/25	\$101,629.78	\$40,189.11	68,385.03	\$6,273.58	\$170,014.81	\$46,462.69
	***12/31/2025	\$125,645.60	-\$24,015.82	61,925.03	\$6,460.00	\$187,570.63	-\$17,555.82
			\$134,970.42		\$42,100.91		\$177,071.33

*** Revised per the forensic audit

McDonald Painting, LLC

2615 Westwood Ave

New Smyrna Beach, FL 32168 US

(386) 416-8532

dmcDonaldnsb@gmail.com



Estimate

ADDRESS

Becky Lewis

Fountain Beach Resort

313 S Atlantic Ave

Daytona Beach, FL 32118

ESTIMATE

1697

DATE

12/10/2025

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Rehabilitation Services			
	Emergency Balcony Shoring Installation	1	1,850.00	1,850.00
	Provide emergency temporary structural shoring at Units 216 and 116 in accordance with the engineer-provided sketch. Work includes removal of balcony tile at Unit 216 to allow shoring posts to bear directly on concrete substrate and installation of temporary post shores at both.			
	Note: Price includes post shore rental for a period of up to two (2) months. Any duration beyond two months will incur additional post shore rental charges billed separately based on rental company rates. Permanent structural repairs, tile replacement, engineering, inspections, and hidden conditions are excluded.			

Please make checks payable to McDonald Painting.

TOTAL

\$1,850.00

Accepted By

Accepted Date



UNITED ENGINEERING CONSULTANTS, INC.

- Building Condition Surveys
- Contract Administration
- Corrosion Control Design
- Structural Inspection & Design
- Project Planning & Management

December 18, 2025
Project No. 25-1441

Fountain Beach Resort Association
313 South Atlantic Avenue
Daytona Beach, FL 3211

Attention: Ms. Becky Lewis, Property Manager

**Subject: Limited Balcony Inspection Observation Report
Fountain Beach Resort, Daytona Beach**

Dear Ms. Lewis and Ladies and Gentlemen of the Board of Directors,

Please receive this letter following our limited balcony inspection at the Fountain Beach Resort. At your request, an engineer from United Engineering Consultants (UEC) inspected the condition of the balconies at Units 216, 316 and 416. From our understanding, a contractor was making superficial repairs to the stucco surfaces on the balconies, when a repair area exposed the structural reinforcing steel in the ceiling of Unit 216. The Daytona Beach Building Department issued a stop work order until permitting is issued with a licensed general contractor.

Representatives from United Engineering Consultants performed the field inspection on December 8, 2025. The inspection was performed by a State of Florida registered Professional Engineer. The inspection process included comprehensive visual observations and auditory soundings on the exterior of accessible concrete and stucco surfaces. Destructive evaluation or testing was not conducted. This evaluation was not performed to evaluate the (original) structural design or code compliancy of the structure, but rather evaluate the condition of the existing elements.

Our observations at the (3) units are listed below:

- Unit 216: Two large ceiling spalls (concrete damage) with visible corroded reinforcing steel were observed on the ceiling of the balcony. It appears that the damage was caused by the corrosion of the reinforcing steel, most likely due to moisture and salt penetration into the concrete slab. Other areas of concrete spalling were identified on the ceiling near the slab edge. The top of the guard wall was cracked the length of the wall.
- Unit 316: Concrete spalling was detected on the slab above the window on the balcony. The top of the guard wall was cracked the length of the wall.
- Unit 416: The entire ceiling is unsound indicating concrete spalling behind the stucco surfaces. Concrete spalling was identified on the ceiling in the interior of the unit at the window. The tile at the door opening on the interior was cracked and lifted indicating concrete spalling below. The top of the guard wall was cracked the length of the wall. A concrete spall was identified on the East wall near the bottom of the wall. The stucco in that location is bulged.

It is recommended to shore the balcony of Unit 316 immediately. The tile will need to be removed from the floor of Unit 216, so the shoring can bear directly to the concrete surfaces. A shoring drawing has already been provided to Management. Based on the amount of concrete damage identified on the ceilings of each unit, it is recommended to fully replace the concrete slabs. This would be the floor slabs of Units 316, 416 and 516. Due to removal of the slabs, the guard wall on the West side of the balconies and the knee wall

below the window will need to be replaced including Unit 216. The existing window and swing door on each balcony, including the window and swing door of Unit 216, will need to be removed and replaced, as well. After the slabs are replaced, it is recommended to apply a waterproof coating to the topside of the balconies. The guardrails can be removed and reinstalled; however, it would be recommended to replace them with new surface mounted guardrails.

UEC will provide a proposal for the next steps which is to develop the scope of work, so project specifications and bidding documents can be prepared to solicit competitive bids from Contractors.

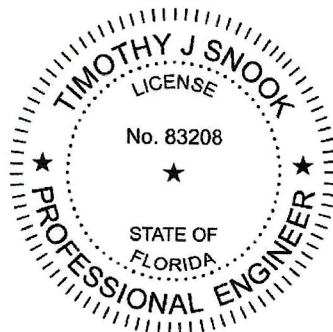
This report is property of United Engineering Consultants and was prepared for the exclusive use of the Condominium Board of Directors as an instrument reflecting the services provided as detailed in our proposal. No other warranty is expressed or implied. The unauthorized use of this report for any purpose or by any third party is at the user's own risk.

Thank you for providing us the opportunity and we look forward to working with you on this project.

Sincerely,
UNITED ENGINEERING CONSULTANTS, INC.



Timothy J. Snook, P.E., SI Limited
Project Engineer



This item has been electronically signed and sealed by Timothy J. Snook using a digital signature and date. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

Timothy J.
Snook, P.E. 83208
Digitally signed by Timothy J. Snook, P.E. 83208
Date: 2025.12.18 06:31:52 -05'00'



UNITED ENGINEERING CONSULTANTS, INC.

• Building Condition Surveys • Contract Administration • Corrosion Control Design
• Structural Inspection & Design • Project Planning & Management

December 22, 2025
Proposal No: 25 PRP-1987

Fountain Beach Resort Association
313 South Atlantic Avenue
Daytona Beach, FL 32114

Attention: Ms. Becky Lewis, Property Manager

Subject: Proposal for Engineering Services –Project Specifications, Bid Administration and Project Oversight
Fountain Beach Resort, Daytona Beach, Florida

Dear Ms. Lewis and Ladies and Gentlemen of the Board of Directors,

United Engineering Consultants (UEC) is pleased to submit this proposal to provide project specifications, bid administration and project oversight at the Fountain Beach Resort. The project specifications are based off of our recommendations following our limited balcony condition inspection of Units 216, 316 and 416. It is our understanding that the windows and balcony swing doors are an owner responsibility, so design pressures and specifications for those items are not included in this proposal.

SCOPE OF SERVICES

Task I: Specifications, Bid Documents, Bid Administration, Preconstruction Activities

- UEC will prepare specifications & bid documents for the slab and knee wall replacements and other miscellaneous concrete repairs, general waterproofing and painting of the affected balconies. AutoCAD drafted details for concrete repair will be provided.
- UEC will prepare bid documents to include a comprehensive project scope of work and bid form. This will be approved by the Board prior to bidding the project.
- The project manual will be used for the solicitation of bids from pre-qualified General Contractors.
- UEC will host a pre-bid meeting to review the project documents and answer Contractor questions.
- UEC will prepare a bid matrix with the submitted bids for line by line comparison of each Contractors costs, estimated timeline and proposed products.
- Coordinate and attend Contractor interviews. Invoiced hourly.
- UEC will provide the Contractor signed and sealed permitting documents for the submission to the Building Department.
- Prior to the start of the project, UEC will coordinate and attend a preconstruction meeting with the Contractor and the Condominium. UEC will also review and approve construction submittals from the Contractor at the start of the project.

Specifications/Bid Documents: \$9,750.00

Bid Administration: \$1,500.00

Preconstruction Meeting, Submittal Review and Permit Documents: \$2,200.00

Contractor Interviews: \$225.00/hour

Task II: Construction Administration and Project Inspections

- Perform field inspections of the work in-progress to include an observation report with each visit. The observation report will be distributed to the Owner, Contractor and Building Department. A project close out letter to the local municipality will be included at the end of the project. Invoiced per visit.
- Provide construction administration throughout the project. Contract administration includes the following: Reviewing change order requests, certifying payment applications, providing the Contractor with records of repair, answering RFI's and attending progress meetings. Invoiced per week.

Task II: \$850/Inspection and \$350/Week

Any additional services requested by you will be performed by UEC upon agreement between UEC and you, the Client. UEC will proceed with any additional service only after written authorization and direction to proceed from the you, Client. Additional hourly Services will be invoiced at the following rates:

Professional Engineer:	\$225.00/hour
Field Technician:	\$100.00/hour
Administrative:	\$75.00/hour
Drafting Services:	\$100.00/hour

TERMINATION OF CONTRACT

The Client and UEC understand and agree that the intent of this agreement is to complete the work as set forth herein. The Client and UEC understand and agree that certain situations, financial or otherwise, may cause the Project to be suspended or abandoned. Therefore, either the Association Board of Directors or UEC may terminate this agreement at any time with or without cause upon giving the other party seven (7) days prior written notice. The Association shall, within 15 days of termination, pay UEC for all approved services rendered and all approved costs incurred up to the date of termination.

NOTICE TO PROCEED

If the scope of work and fees described here-in are acceptable, please sign the attached agreement and return a copy to us. Thank you for providing us the opportunity to submit this proposal and we look forward to working with you on this project.

Very Truly Yours,
UNITED ENGINEERING CONSULTANTS, INC.



Timothy J. Snook, P.E.
Project Engineer



UNITED ENGINEERING CONSULTANTS, INC.

- Building Condition Surveys
- Contract Administration
- Corrosion Control Design
- Structural Inspection & Design
- Project Planning & Management

PROPOSAL/PROJECT ACCEPTANCE (Page 1 of 2)

PROJECT INFORMATION:

Client Name Fountain Beach Resort Association
Project Name Fountain Beach Resort Association
Project Location 313 South Atlantic Avenue, Daytona Beach, FL 32114
Proposal Number and Date Proposal No: 25 PRP-1987 December 22, 2025
Description of Service Project Specifications, Bid Administration and Project Oversight

Estimated Fee: See Attached Fee Schedule

PAYMENT RESPONSIBILITY: (MUST BE FILLED OUT)

Invoices to be paid by

Address _____
City/State _____ Zip Code _____ Phone _____
Attention _____ Title _____

APPROVAL OF CHARGES:

If the invoices are to be approved by a party other than the party responsible for payment above, please fill in the space below.

Firm _____
Address _____
City/State _____ Zip Code _____ Phone _____
Attention _____ Title _____

PROPERTY OWNER IDENTIFICATION: (If other than above)

Name _____
Address _____
City/State _____ Zip Code _____ Phone _____
Attention _____ Title _____

SPECIAL INSTRUCTIONS:

PAYMENT TERMS:

Net 15 days from invoice date; invoices will be sent every four weeks for continued or extended projects. Interest charges, 1½ % per month following the due date.

PROPOSAL ACCEPTANCE:

The Terms and Conditions of this Proposal, including the Terms on this page and the General Conditions on the reverse are:

Accepted this _____ day of _____ 2025.

Name of Entity

(Signature of Authorized Representative)

Print or Type Name of Authorized Representative and Title)

E-Mail: _____

GENERAL CONDITIONS (Page 2 of 2)

Payment – Payment is due within 15 days after date of invoice. Interest at the rate of 18% per annum from 30 day after date of invoice to date payment is received will be added to all amounts not paid within 30 days after date of invoice. In the event that any law limiting the amount of interest or other charges permitted to be collected is interpreted so that this charge violates such law for any reason, the interest charge is hereby reduced to the extent necessary to eliminate such violation. Attorney fees and expenses associated with collection of past due invoices will be paid by Client.

Insurance - United Engineering Consultants, Inc. (UEC) maintains Workers' Compensation and Employer's General Liability Insurance in conformance with state law. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that fifteen days written notice be given prior to cancellation.

Right of Entry – Unless otherwise agreed, Client will furnish right-of-entry on the property for UEC to perform the services proposed. UEC will take reasonable precautions to minimize damage to the property caused by engineering evaluation or testing, but the cost of restoration of damage, which may result from testing/sampling, is not included in UEC's services fee. Repair of areas where destructive evaluation occurs will be included in the Contractors scope of repair work to be performed during the restoration contract. If Client desires to restore the property to its former condition prior to the restoration, UEC will assist the Client in engaging a Contractor to perform the repair work at the Client's expense.

Legal Jurisdiction - The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located within the jurisdiction of the permitting Building Department in Florida.

The party entering into this agreement agrees that UEC and its officers shall be held harmless and indemnified against any claims for damages due to delay of any portion of the project.

To the fullest extent permitted by law, the client agrees to limit UEC and its officer's liability for the Client's damages to the sum of fees paid. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Client agrees to indemnify and save harmless UEC from any third party claims or suits and to reimburse UEC for expenses in connections with any such claims or suits, including reasonable attorney's fees.

The party entering into this agreement agrees that UEC shall be compensated at a rate of \$300 hourly for any legally mandated appearances on lawsuits not directly relating to Engineering performance and issued by Client.

Attorneys' Fees and Costs – In the event of a dispute arising out of the Contract, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, whether incurred before suit, during suit, or at the appellate level.

Warranty and Limitation of Liability – UEC shall perform services for Client using that degree of care and skill ordinarily exercised by and consistent with the standards of competent professionals practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this warranty and UEC is notified in writing of a specific failure in its warranty obligation prior to one year after completion of such portion of the services, or if re-performance is impracticable, UEC will refund the portion of compensation related to the service in dispute.

This warranty is in lieu of all other warranties. No other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal for services, reports or oral representations by UEC. In no event shall UEC be liable for any special, indirect, incidental or consequential loss or damages. The remedies set forth herein are exclusive and the total liability of consultant whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from the services provided pursuant to this Agreement shall not exceed the total fees paid. At additional cost, Client may obtain a higher limit prior to commencement of services.

Discovery of Hidden Defects: Hidden defects, that were not identified by Client or discovered by Engineer, may be uncovered during the work. UEC and Client agree that the discovery of hidden conditions may result in a change in the scope of UEC's services that requires additional fees. UEC agrees to notify Client as soon as practicable should a hidden condition be discovered that, in UEC's opinion, may present a risk or danger to the public and UEC shall take any and all measures that, in UEC's professional opinion, are justified to preserve and protect the health and safety of any personnel and the public. Client agrees to compensate UEC for any additional cost incurred to protect the public's health and safety. In addition, Client waives any claim against UEC, and agrees to defend, indemnify and save UEC harmless from any claim or liability for injury or loss arising from UEC's discovery of hidden defects. Client agrees to compensate UEC for time spent and expenses incurred by UEC in defense of any such claim, with such compensation based on UEC's prevailing fee schedule.

Force Majeure – UEC shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carriers, client or other similar causes beyond its control.