



## COMMUNITY MANAGEMENT AGREEMENT RENEWAL

*This contract*, dated the 2nd day of July 2025 by and between **BEACH HOUSE OF PASS-A-GRILLE CONDOMINIUM, 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 Maintenance 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 Condominiums, 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 and enforcement of the covenants and conditions of the governing documents of the community in accordance with applicable Florida State Statutes, the Declaration of its governing documents, and the Board of Directors.

The Association desires to contract with the Agent and the Agent desires to provide management services pursuant to the following terms and conditions:

1. **Term & Rate.** This contract commences on the 1st day of August 2025 and terminates on the last day of July 2028 (3 Years). ( 22 Units) The Association exclusively employs the Agent at a **monthly rate of \$1,350.00** which totals \$16,200.00 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's fiscal term starting in January of 2029 and each successive period thereafter at a rate of (7%) seven percent annually. A payment will be deemed late and the Association in default of this contract 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.

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

b. Thereafter, this contract may be cancelled 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 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. It is specifically and expressly agreed that the failure to timely pay the required monthly fee for more than 10 days past due shall constitute a material breach permitting cancellation.

Initials CK

26. **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 submission 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 ensure 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 stipulated 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 Agent.
- 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

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**INCLUDED IN FIXED MONTHLY MANAGEMENT FEE:**

- 1) 5 copies of Monthly Financials (online access)
- 2) Faxes, Emails & Phone Calls
- 3) 12 Meetings Annually, unless excused by the Board of Directors
- 4) Community Website Development (No Charge, value around \$1500 to \$2500)
- 5) Access to Board Member and Resident App available in either the Google Play Store or Apple App Store
- 6) Monthly hosting and updates to the website at no charge for the 1<sup>st</sup> year. After the first year, \$750 per year pro-rated to January 1st. Updates to the website are done at a \$125.00 per hour rate thereafter.

Date July 7, 2025

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

ON BEHALF OF THE BOARD OF DIRECTORS

*Christella Knight*

Name: Christella Knight

President

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

FOR: AMERI-TECH COMMUNITY MANAGEMENT, INC.

*Sharon D Perez*

Sharon D Perez, Director of Marketing

*Michael G Perez*

MICHAEL G. PEREZ, CEO/PRESIDENT

\*See attached page for Additional Administrative Costs.