



COMMUNITY MANAGEMENT AGREEMENT

This contract, dated the 12th day of April, 2018 by and between **BAY POINTE VILLAS CONDOMINIUM 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 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 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 June, 2018 and terminates on the last day of May, 2019. Based on 23 units, the Association exclusively employs the Agent at a **monthly rate of \$650.00** which totals \$7,800.00 a 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 for three (3) years (and shall continue for every renewal period thereafter) unless written notice of cancellation is given at least ninety (90) 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 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 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.

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: April 12th 2018

This contract addendum dated the _____ day of _____ 20____ by and between

BAY POINTE VILLAS CONDOMINIUM 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: (Old Monthly Management Fee rate \$650.00)

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 2023 and ending on the last day of December 2025. 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: Kay Lea Scott 11/29/22
Kay Lea Scott

Name: _____

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

MICHAEL G. PEREZ, CEO/PRESIDENT