



**South Florida Property Management and
Consultants, LLC.**

“Condominium Association Management Agreement”

This Agreement, made August 1st, 2023, by and between **Cutler Gardens Homeowners Association, Inc.**, A Florida Corporation hereinafter called “Association,” and South Florida Property Management and Consultants, LLC hereinafter called the “Manager.”

WITNESSETH

Whereas, the Association desires to designate the Manager as its managing agent for said community located at 20000 - 20154 S.W. 123rd Drive, Miami, Florida 33177;

Now, in consideration of the mutual covenants herein contained, it is agreed as follows:

Employment: The Association hereby appoints the Manager and the Manager accepts the appointment on the terms and conditions provided for in this Agreement.

Exclusiveness: The management services provided for herein shall be exclusively performed by the Manager subject to review, direction, and control and supervision of the Association.

Terms: The term of this Agreement shall commence on August 1st, 2023, and shall continue in full force and effect until July 31st, 2026. If neither party hereto gives written notice to the other party at least **Ninety (90) Days** prior to the date of expiration, then the Agreement shall automatically self-renew for **One (1) Year**. In the event the Association allows this Agreement to automatically self-renew for additional terms as indicated herein, the renewal terms shall always be for a period of one year. The fee and all terms of this Agreement shall remain the same unless both parties mutually agree to change thereof.

General Administration: The Manager will provide general administrative and management services to the Association and will exercise proper liaison and supervision with respect to the Association’s matters to ensure proper operational management and



maintenance, and to promote a meaningful Board/Resident/Agent relationship. The Manager agrees to maintain a Community Association Manager's license that may be required to carry out the functions described herein.

Maintenance Association Files: The Manager will collect, organize and maintain in the office of the Manager, all Association information, including but not limited to the Articles of Incorporation, By-laws, Declaration of Covenants, Condition and Restrictions, site plans, owner lists. Correspondence, rules and regulations, blue prints, specifications, corporate minutes, all maintenance and service contracts in effect and the necessary administrative financial information related to the Association.

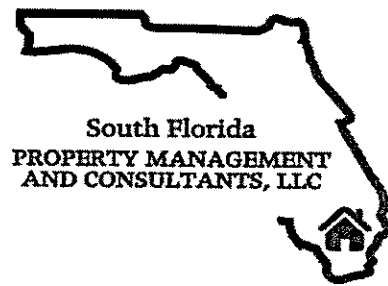
Owner Problems: The Manager will assist in resolving individual owner problems as they pertain to the Association, common elements, and Association Rules and Regulations.

Property Inspections: The Manager will assist the Board of Directors and or its maintenance committee in making property inspections in such other circumstances that arises or emergency situations necessary, render reports, and make recommendations concerning the property and preventive maintenance. Manager will visit the property once a month. If the association needs more than one visit per week the fee is \$100.00 dollars per visit. The supervision of a big job can be done if necessary for a fee of \$250.00 dollars per month until job is completed (ex. new roof, painting, asphalt, etc).

Emergencies: The Manager will maintain a twenty-four hour a day emergency call system, if an emergency arises, he/she will coordinate with maintenance personnel.

Rules of Enforcement: The Manager will assist the Board of Directors in the enforcement of the provisions of the association documents and Rules and Regulations as may be promulgated by the Board.

Assistance to the Board of Directors: The Manager will provide administrative support services to the Board of Directors, including notifying Directors of the Board meetings, circulating minutes of the preceding meetings as prepared by the Secretary of the Board of Directors, advising the Board in matters concerning proper procedures for holding meetings. The Manager will attend monthly Board of Directors meetings. The Manager will keep the Board advised of changes in Association laws as such information is provided to the Manager.



General Membership Meetings: The Manager will assist the Association's law firm and the Board in organizing the annual meeting of the membership of the Association as well as special meeting of the membership, including preparation and delivery of meeting notices, voting certificates, proxy forms, etc., and will assist in the preparation of the agendas for these meetings and assist in overseeing elections of new directors.

Financial Management Services: The Manager shall provide financial management services to the Association. An effective accounting/financial system will be provided for the Association.

(a) Financial records will be maintained under generally accepted accounting procedures sufficient to identify the source of all funds collected by the Manager and the disbursement thereof, in compliance with Florida statutes and the Association's governing documents. Source documents will be maintained in the office of the Manager and shall be available for inspection by Association Members at reasonable times during normal business hours and by appointment only. Such documents will be made available to Board Members at any time during normal business hours.

(b) The Manager shall have the responsibility for the collection of assessments as described by the Association. The Manager will set up separate checking, savings, or other accounts as directed by the Board of Directors. The Manager shall send out delinquency notices to any owners in arrears and exert reasonable efforts to collect delinquent accounts. Assessment deposits will be made into a bank account as determined by the Association.

(c) The Manager shall make all required disbursements for the Associations and shall support disbursement with bills or invoices. The Manager shall make all disbursements from assessments and collected for normal recurring expenses as provided by the Board approved budget by check(s) signed by two officers of the Association.

(d) The Manager shall prepare monthly financial statements which will provide to the Board of Treasurer and will include:

- 1) Balance Sheet
- 2) Income/Expense Analysis
- 3) Owner Receivable Listing



- 4) General ledger
- 5) Cash Receipts
- 6) Cash Disbursements
- 7) Trial Balance

(e) The Manager shall assist the Board in preparation of the annual budget for the fiscal year of the Association, detailed to reflect expected expenses during the twelve (12) month period. The budget will be used to determine the assessment which will be required from each unit owner to pay for the costs to operate the Association during the twelve (12) month period.

(f) The Manager shall assist the Board in the preparation of the annual budget for reserves for the replacement for the Association.

(g) The Manager shall assist the Association's CPA firm in the preparation of the year-end Statement of Operation for the Association, and shall assist same in the performance of an audit, preparation of forms, payments of taxes and filing of local, State and Federal reports as required.

(h) The Manager shall solicit and analyze bids for insurance coverage, recommend modifications or additional coverage prepare claims when required, follow-up on payments, and assist the Board in negotiating settlements.

Contractual and Physical Administration: The Manager will oversee the supervision of the common elements, improvements, and equipment of the Association.

(a) **Service Contracting:** The Manager will solicit, analyze and compare bids, and negotiate contracts for execution by the Board, and will supervise the services of the contractors for any required grounds maintenance, landscaping, lighting, security service, audit and legal services, and all other services required by the Association. The Manager shall cause to be purchased all tools, equipment and supplies which shall be necessary to properly maintain and operate the Association provided no such expense is greater than three hundred (\$300.00) dollars shall be incurred without the prior written approval of the Board.

(b) **Association Employees:** The Manager will hire, supervise, pay and discharge all personnel necessary to properly operate and maintain the Association



consistent with the approved budget. All such personnel, except for representatives of the Manager shall be employees of the Association and not of the Manager and all compensation for the services of such employees of the Association engaged by the Manager shall be subject to the approval of the Board of Directors, and the Board of Directors shall also have the exclusive right, in its sole discretion, to request the termination of said Association employees for any appropriate cause whatsoever.

- (c) **Performance of Contractors:** The Manager will review and monitor the performance of service contractors, and recommend changes based on experience in order to provide greater efficiency and lower maintenance effort for cost.

Insurance: The Manager will solicit and analyze bids for necessary insurance coverage including but not limited to workers compensation and general liability, etc. to the extent obtainable, with insurance carriers selected by the Board, in such amounts as the Association shall designate in writing, and the Manager will recommend modification of additional coverage.

Indemnification: The Association will indemnify and hold the Manager harmless from any liability, damages, losses, cost or expense for injury to any person or damage to any property, in about or in connection with the Association or the management of the Association, and from any cause whatsoever. The Manager will indemnify the Association to the same extent of the Association protects its Owners. The Association shall name the Manager as additional named insured on the Associations' insurance policies without additional cost to the Manager. **Liability insurance shall be in the amount of no less than One Million Dollars (\$1,000,000).** Notice of the cancellation of said insurance shall be furnished to the Manager at least thirty (30) days prior to such cancellation.

Limitation: The Manager shall not be obligated to take any action which may result in burdensome or onerous penalty being imposed upon the Manager by judicial or administrative decree or order, or which requires special licensing as a business or profession, including but not limited to the practice of the law, public accounting, real estate or insurance brokerage, or investment advisor. The Manager may retain them on a behalf of the Association' upon prior approval by the Board of Directors.

Compensation for Routine Services: As compensation for its services, the Association shall pay the Manager the full amount of all sums disbursed or incurred by



the Manager in the performance of their duties, including but not limited to, printing, copying, telefax communication, postage, and long distance phone calls, plus the firm fixed amount of **AMOUNT SHOWN IN PROPOSAL SHEET (\$18,000.00 Annually)**, for the term agreement, payable in monthly installments of **AMOUNT SHOWN IN PROPOSAL SHEET (\$1,500.00)** advance on the first of each month.

Compensation for Non-routine Services: The Manager shall maintain an availability for services related to certain non-routine activities that may arise during the management of the Association. Non-routine services may include without limitations, the following (see also **Exhibit "A"**):

- 1) Participation in legal actions (other than normal collection matters) instituted by the Association, including the meetings with Association attorneys, engineers, and accountants;
- 2) The administration of insurance claims in cases involving property damage and personal injury covered under the Association insurance policy, including filing a claim and administering the application of insurance proceeds;
- 3) Translation of correspondence received or sent on the Owners' behalf, either to or from a foreign language (not including Spanish);
- 4) Collection and accounting activities with obligations arising prior to the commencement of this agreement;
- 5) Stationary, envelopes or any printed material requiring the Associations' logo;
- 6) Preparing of special mail-outs, surveys, questionnaires, etc.;
- 7) Preparation and collection of Board-approved special assessments.

Notice: All notices which the parties hereto may desire to or be required to give hereunder shall be deemed to have been properly given and shall be effective when and if sent by "certified and return receipt" addressed to the Association at the current address of the record of the Association at 20000 - 20154 S.W. 123 Drive, Miami, Florida 33177 and to the Manager at 5600 S.W. 135th Avenue, Suite 108, Miami, Florida 33183; or to such other address as either of the parties designate in writing. Time is of the essence with any notice given thereunder.



Benefit: No waiver or breach of any of the covenants contained in this Agreement shall be construed to be waiver of any succeeding breach of the same or any other covenant. No modification, release, discharge or waiver of any provision hereof shall be any force, effect or value, unless in writing, signed by both of the parties in this agreement or their respective successors. This agreement shall be assigned only upon written consent of the Association.

Severability: If any term or condition of this Agreement is to any extent invalid or unenforceable, the remainder of the Agreement is not to be affected thereby and each term and condition of this Agreement is to be valid and enforceable to the fullest extent permitted by the law. This Agreement will be constructed in accordance with the laws of the State of Florida.

Attorneys' Fees: In any litigation arising from this Agreement, the prevailing party shall be entitled to recover all costs and attorney's fee (including fees for appellate proceedings) incurred.

Governing law and Venue: This agreement shall be construed under and in accordance with the laws of the State of Florida. Any legal proceedings arising from this agreement shall be brought only in a court of competent jurisdiction in Miami-Dade County, Florida.

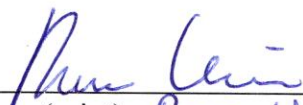
Termination/Cancellation: If this contract is cancelled or terminated for any cause before said Three (3) year period end, the association (Cutler Gardens Homeowners Association, Inc.) shall be liable for the full remaining balance on the existing contract. Upon the effective date of any termination or cancellation, the association shall be obligated to pay for any additional fees and cost accrued or contracted for pursuant to this agreement through such date.

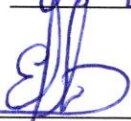
- A. Any attempt by the owner to hire the Manager's employees for the purpose of "Self Management" or "in house management" will be deemed to tortuous interference with the terms of this agreement and will be legally pursued as such. The Association agrees to pay the Manager liquidated damages in the amount of twelve thousand dollars (\$10,000.00) for violation of this provision.



[SIGNATURES ON NEXT PAGE.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 1 day of August, 2023.


Name (print): Rene Urbina
Position on Board of Directors: President
Date: 08-01-2023


Name (print): Ernesto Tondos
Position on Board of Directors: Treasure
Date: 08-01-2023

Name (print): _____
Position on Board of Directors: _____
Date: _____

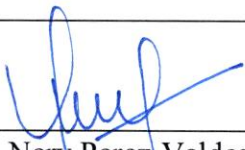

Name (print): Nery Perez-Valdes
South Florida Property Management and
Consultants, LLC. 08/01/2023
Date: _____



Exhibit "A"

It is further understood and agreed that the Manager will be acting at all times as an Agent for the Association and Board of Directors, therefore, the Manager assumes no responsibility whatsoever, for the actions or lack of thereof, of the Board of Directors with regards to the affairs and maintenance of the Association.

The Agreement shall constitute the entire Agreement between the contracting parties and no variance or modifications thereof shall be valid and enforceable except by supplemental agreement in writing, executed and approved in the same manner as the Agreement.

This Agreement shall be binding upon the successors and assigns of the parties.

Any legal proceeding arising from this Agreement shall be brought only in a court of competent jurisdiction in Miami-Dade County, Florida.

The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect any other provisions. The failure of either party hereto insists, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein shall not be construed as a waiver or relinquishment of such terms, covenants, conditions or rights as respects further performance.

The Manager will process all applications for lease/sale on behalf of the association and will receive as compensation for its services **\$250.00** per application, said fee will be paid by applicant and not by the association. The application fee is subject to change without notice to the Association.

Preparation and collection of Board of Director's approved special assessment will be charged at a 5% of the total amount of the assessment to be collected. Special assessments approved prior to the commencement of this agreement will be billed at a rate of \$2.00 per unit per month until paid.

The cost of photocopy's will be \$0.25 per white copy, \$0.35 per color copy, small envelopes are \$0.20, extra-large envelopes are \$1.20 and labels are \$0.15, stamps are \$0.70, maintenance coupons \$5.00p/unit, plus any cost the manager will incur.



Manager will process all Estoppels, Condo Questionnaires, and PUDs on behalf of the Association and will receive as compensation for its services **\$299.00** per item at an estimated completion within ten (10) business days and **\$418.00** per item for rush services to be completed within seventy-two (72) hours. Said fees will be billed to the party requesting said forms and not to the association.

Fee to bring accounting up to date to be determined based on documentation provided by previous management company and or board. (bank statements, unit owners' ledgers, receivables and payables).

Office Hours are as follows:

Monday thru Thursday 9:00 AM to 3:00 PM

Fridays we are closed to the public

24 hours emergency service for true emergencies ONLY

Association business must be conducted during normal office hours at all times, if possible, unless an emergency arises. Personal cell phones of management company personnel are not to be given out to homeowners, they are for the Board's personal use only after office hours if it necessary or an emergency arises. Homeowners must address comments, inquiries or concerns to the office directly during office business hours or by email.