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CERTIFIED RETURN RECEIPT REQUESTED

9214 8902 9562 6590 1608 7930 25

February 12, 2025

Greenberg Nikoloff, PA
Attn: Mr. Scott M Gross, Esq
1964 Bayshore Blvd Suite A
Dunedin, FL 34698

Ref: Aristida Homeowners' Association, Inc. Notice of Termination of Contract

Dear: Mr. Gross:

I am in receipt of your letter dated February 7, 2025, which serves as a notice of termination of the Management Agreement between Ameri-Tech Community Management, Inc. and the Association as referenced above.

Keep in mind the management agreement dated August 23rd, 2023, ends on the last day of September 2026; this represents 19 months remaining (March 2025 – September 2026) with an early cancellation penalty of \$9,272.00 as stipulated in paragraph #6. There was special pricing built into this agreement therefore an early cancellation of this agreement without penalty would **NOT** be acceptable, especially without any substantial or legitimate reason. I have attached a copy of the management agreement for your review.

Also, let me point out paragraph 2b which establishes a 60-day notice setting forth a timeframe which allows us a cure period, so that in the event we do make a mistake, we are contractually allowed an opportunity to cure or fix any specificity of a substantial nonperformance. And in the event that such legitimate and substantial nonperformance still remains outstanding after 30 days, then and only then could you deem the contract as terminated. You cannot just send us a 60-day notice alleging some sort of nonperformance issues without allowing us the contractually obligated timeframe to either cure or defend such allegations.

Nevertheless, I will address each of the alleged non-compliance issues as stipulated in your certified letter dated February 7th, 2025.

1. *The manager assigned to Aristida, Andrew George, raised his voice in a way that was perceived as disrespectful by members of the Association's Board of Directors at the 2024 annual meeting.*

Response: After speaking with Andrew, at no time was he disrespectful nor did he intentionally raise his voice. Keep in mind, annual meetings are often loud and chaotic, and it is the manager's responsibility to maintain order and help keep things organized and moving along. Going forward we will be mindful of this situation to make sure the Board does not again misinterpret this type of behavior as disrespectful. Besides, maybe you can point out to me where in the contract it states this is considered specificity of a substantial nonperformance. Our position is **NO** contractual noncompliance ever existed!

CORPORATE HEADQUARTERS

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2. *Board Members and individual members of the Association have noted that Ameri-Tech is selectively enforcing the governing restriction of the Association against certain members of the Association and failing to enforce the restrictions against other members. This includes issues with sheds and mailboxes in the community.*

Response: According to the Property Manager, there has never been any selective enforcement. The Property Manager only knows six people that live in Aristida. Two of them are on the Board, two are ex-board members and two are residents. Mr. Cox and Mr. Constantine have an ongoing battle of legal letters. Apparently, they do not like each other!

Mr. Constantine wants Andrew to violate Mr. Cox the ex-President, for filling in his swales 14 years ago when he moved in. He also wanted to violate him for an oversized mailbox. Andrew asked this question to Attorney Dan Greenberg, his answer was that he did not advise sending those noncompliance violations. No other prior Board, Management Company or Compliance Committee has ever done anything about these issues.

There are other similar yet typical circumstances regarding this alleged noncompliance nevertheless, I would suggest that overall it is the Board that is attempting to selectively enforce and it is my Property Manager who is trying to give proper guidance. Our position is **NO** contractual noncompliance ever existed. In essence there is nothing to cure!

3. *The Association website, which was developed, hosted and updated by Ameri-Tech as part of the Agreement entered into between the parties, has not been functional and/or fully operational since its conception.*

Response: Aristida HOA's domain (aristidahoa.com) was purchased and activated on October 9, 2023, roughly 8 days after the signing of the Community Management Agreement, and its website was completed within the month. Since its conception, the website has been rigorously updated and functional. Examples of this functionality include, but are not limited to: a continuously-updated Board of Directors tab which reflects changes in the membership of the board; a Documents page which holds all pertinent governing documents; a Stormwater tab which provides information to the residents regarding their stormwater retention system; a Notices tab which is updated to reflect upcoming meetings and agendas; a fully-functional Contact form which allows an open line of communication between residents and the management company; and finally, a Resident Homeowner portal which allows each resident to register and see their balance sheets.

Ameri-Tech Community Management has been diligent in fulfilling the board's demands regarding the website. In addition to the 50 to 75 service tickets completed by the IT Department since the website's launch, the board addressed the need for a custom online Architectural Request form. This form was created to the board's specifications. The board, however, decided they did not want to use emails as a communication method and preferred a dashboard-like system to track these requests. With due diligence, the IT Department introduced an alternative Architectural Request module which was placed behind the Resident Homeowner Portal, fulfilling their needs for a dashboard-like system. However, this system was not utilized or even fully displayed during the presentation meeting with the IT department, since the board disagreed with the difficulty required for homeowners to submit a request. Thus, the board opted for a return to the old form, with the caveat of adding a checkbox, which the IT Department also fulfilled. We have gone above and beyond and have fulfilled the Board's every request to modify, maintain and update their website!

Our position is that their allegation that the community website has not been functional or fully operational is **blatantly false!** Our position is **NO** contractual noncompliance ever existed!

4. *There were two recent home sales in the community, and while Ameri-Tech charged and collected its estoppel fees for completing the estoppel request, violations and/or fines adopted by the Association relative to violations on these properties were not collected at the closing on these properties. The two properties in question are 10747 Alico Pass (fine was passed on to the new owner) and 10508 Alico Pass.*

Response: In regard to 10508 Alico Pass, the estoppel was executed on 03/05/24. There were no violation notices appearing in CINC, there were no fines, past or present. Furthermore, there have been no fining meetings that the Property Manager was made aware of related to this property.

In regard to 10747 Alico Pass, the estoppel was executed on 11/30/23. At that time there was one violation letter dated 11/06/23 for rust stains on the house & driveway. My estoppel department checked with Andrew, and he stated that it had been corrected, so not to list it on the estoppel. The sale occurred on 12/08/23. On that date, another violation letter was sent out to remove rust stains from the driveway and/or other parts of the property. Again, there were no fines, past or present, however on 01/15/24 a hearing notice was sent out, but no fines were ever assessed.

Please understand unless it is absolute we will not issue or encumber real property with an improper estoppel, without complete validation. This can restrict real property and can affect the property's title, which limits the owner's rights and could potentially cause a lawsuit.


Again, and finally our position is **NO** contractual noncompliance ever existed!

We believe that your letter of cancellation is without merit and legitimacy; therefore, we intend to vigorously defend our rights consistent with the term of the Community Management Agreement dated August 25th, 2023.

If you have any questions, please feel free to reach out to me so we can hopefully resolve the real issues at hand regarding Aristida HOA and its Board Members.

Thank you, and I look forward to hearing from you.

Sincerely,



Michael G. Perez, CEO
Ameri-Tech Community Management, Inc.

CC: Enclosures / Board of Directors
Property Manager / Director of Operations
Ameri-Tech Attorney, Hunter Chamberlin