

MANAGEMENT AND MAINTENANCE SERVICES AGREEMENT

THIS MANAGEMENT AND MAINTENANCE SERVICES AGREEMENT (this "**Agreement**") is made and entered into as of this December day of 17th, 2021, by and between ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation ("**Association**"), and PARKWAY MAINTENANCE & MANAGEMENT PINELLAS, LLC, a Florida limited liability company ("**Manager**").

RECITALS:

A. The Association is the entity responsible for the management and operation of the residential community comprised of residential condominium units (each a "**Unit**") located within ninety-one (91) condominiums, collectively known as On Top of the World Community – Clearwater (the "**Community**") located in Pinellas County, Florida.

B. The Association desires to empower Community residents; provide more direct control of the Community; and retain the Manager to provide for the consolidated, cost-effective management and operation of the condominiums and condominium property (as such term is defined in § 718.103(13), Florida Statutes (2020)) and association property (as such term is defined in § 718.103(3), Florida Statutes (2020)) (together, "**Community Property**") under a single Agreement, in lieu of 91 separate agreements, which Agreement is to be of limited duration and renewal durations, provides for limits on increases during the term of the Agreement, provides for a uniform term of service, and is with a Manager serving the Community exclusively.

C. The Manager desires to be retained, to provide the management and administrative services specified herein exclusively and to manage the Community Property of all 91 condominiums under a single Agreement with a uniform term of service. The Agreement will not include the recreational and amenities features or utility facilities owned by Sidney Colen & Associates, LTD., a Florida limited partnership, and its successors and assigns ("**SCA**") as of the date of this Agreement.

D. In accordance with §718.3025(1)(f), Florida Statutes, as of the date of this Agreement, Kenneth D. Colen is a board member of the Association and has a financial and ownership interest in the Manager.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

1. **Recitals.** The foregoing Recitals are hereby incorporated into, and comprise a part of, this Agreement.

2. **Exclusive Manager.** The Association hereby retains and appoints the Manager, and the Manager hereby accepts such retainer and appointment, as exclusive manager for the Association and the operation and management of the Community Property on the terms and conditions hereinafter set forth.

3. **Term; Renewal.** This Agreement shall commence on the 17th day of December, 2021 ("**Commencement Date**") and shall continue in effect for a term ending five (5) years thereafter (the "**Initial Term**"), unless terminated sooner in accordance with the provisions hereof. If not terminated as provided herein and in accordance with this Section 3 and Section 12 below, this Agreement shall automatically renew for additional five (5) year terms, each commencing on the anniversary of the Commencement Date (each 5-year period, a "**Term**").

Notwithstanding anything contained herein to the contrary, in the event either party does not intend to renew this Agreement after the Initial Term, or any subsequent Term thereafter, such party must provide the other party with written notice of its intent to not renew this Agreement ("**Notice of Intent of Non-Renewal**") at least ninety (90) days in advance of the Expiration Date (as defined below) of such applicable Term. The Notice of Intent of Non-Renewal shall not act to terminate this Agreement and shall not serve as any notice of Termination (as defined herein), but shall instead serve as notice of such party's intention to not renew this Agreement. Such timely delivered Notice of Intent of Non-Renewal is a condition precedent to the non-renewal being effective. After a party gives the other party a Notice of Intent of Non-Renewal, the parties shall have a thirty (30) day period to communicate regarding such potential non-renewal. If after such 30-day period, the party providing Notice of Intent of Non-Renewal elects to nevertheless proceed with such non-renewal, such party must provide the other party with written notice ("**Non-Renewal Notice**") at least sixty (60) days in advance of the Expiration Date of the applicable Term. The Non-Renewal Notice shall act to terminate this Agreement effective upon expiration of the applicable Term (such date of expiration of the applicable Term is herein referred to as the "**Expiration Date**"). Notwithstanding anything contained herein to the contrary, timely delivery of both the Notice of Intent of Non-Renewal and the Non-Renewal Notice in accordance with the timeframes specified herein is a condition precedent to the non-renewal being effective; provided, however, either party may waive, in writing, the timeframes described herein in their sole and absolute discretion.

4. **Manager's Duties.** During the Initial Term or any renewable Term hereof, including any renewal or extension of this Agreement, the Manager shall perform the following services (collectively, the "**Manager's Services**"), when and if needed as determined by the Association, or as otherwise specified herein, in the name and on behalf of the Association:

4.1 Maintain and update, on a current basis, the files of all Owners of units ("**Owners**") and all tenants with current leases or other occupancy agreements ("**Tenants**") and a list of all Owners and Tenants, with current addresses and contact information to assist the Association in its communications with Owners and Tenants. Manager shall also maintain a roster of all Units which are subject to a leasehold deed or other long-term lease agreement ("**Leased Units**") and all Units which are owned in fee simple by Owners and not subject to any leasehold deed or other long-term lease agreement ("**Fee Simple Units**").

4.2 Engage and supervise all persons (which persons may be engaged on a part-time or full-time basis) necessary to properly maintain and operate the Community Property, in the Manager's commercially reasonable and prudent judgment. Such personnel consist of not less than twelve (12) persons and shall in every instance be in the Manager's and not in the Association's control. The Manager hereby acknowledges and agrees that the Manager is an equal opportunity employer and that the Manager will not make decisions on hiring or retention on the basis of age, race, religion, national origin, sex, sexual orientation or identity, disability or marital status.

4.3 Maintain, operate, and/or administer certain portions of the Units (the "**Serviced Unit Portions**"), if and to the extent any such Serviced Unit Portions are required to be maintained, operated and/or administered by the Association under the Association's governing documents and are accounted for in the Budget (as hereinafter defined).

4.4 Provide the day-to-day bookkeeping services, as needed, compiled, in complete detail, on a monthly basis, necessary to pay the bills of the Association. This bookkeeping service shall include, but not be limited to, keeping all records of, and performing all services in connection with, the reconciliation and payment of bills, and such other items, accounts, and elements as may be provided for in the Budget.

4.5 Diligently collect (or contract for services to have a third party collection agency approved by the Association to collect on behalf of the Association) from the Owners, as applicable, all fees, charges and assessments levied against Owners pursuant to the Declarations (as defined below) (collectively,

the "**Assessments**"), and other revenues or amounts which may be due to the Association or which are otherwise intended to be collected by the Manager (the "**Other Charges**"), as needed or required. With respect to Assessments and Other Charges due from Tenants pursuant to the Declarations, each Owner shall be solely responsible for diligently collecting from the Tenants, as applicable, all Assessments and Other Charges to be paid by such Tenants pursuant to the Declarations, and remitting same to the Association. The Association hereby authorizes the Manager or such other third party collection agency engaged by the Manager, and the Manager hereby acknowledges and agrees (on behalf of itself or such third party collection agency) to timely request, demand, collect, receive, and deliver receipts for any and all Assessments and Other Charges which may be due to the Association. The Manager shall inform the Association's attorney ("**Attorney**") with respect to all such collection and demand activities to take such action in the name, and on behalf of the Association, as may be necessary or desirable for the prompt collection of all such Assessments and Other Charges; provided, however, the initiation of any formal legal actions or proceedings other than for collection matters are subject to the prior written approval of the Board of Directors of the Association (the "**Board**").

4.6 Subject to financial resources provided by the Association, cause the Community Property to be maintained and repaired in a manner commensurate with similarly situated communities of like age and character, including, but not limited to, landscaping, painting, paving, cleaning and such other normal and extraordinary maintenance and repair work as may be necessary. Notwithstanding anything contained herein to the contrary, the Manager shall provide, or cause a third party subcontractor to provide, certain services reasonably necessary with respect to the operation, maintenance, upkeep, repair, replacement, and preservation of the Community Property (each, a "**Maintenance Service**" and collectively, the "**Maintenance Services**") as outlined in the various scope of services attached hereto and incorporated herein as **Addenda A - G** (each, a "**Scope of Services Addendum**" and collectively, the "**Scope of Services Addenda**"). All expenses charged by the Manager for the Maintenance Services are set forth on the Scope of Services Addenda (the "**Maintenance Services Fees**"); provided however, subject to Section 4.7, on each anniversary of the Commencement Date, Manager shall have the right to increase the Maintenance Services Fees for any Maintenance Services provided by the Manager in an amount not to exceed a three percent (3%) increase from the prior year's Maintenance Services Fees. Notwithstanding anything contained herein or in the Scope of Services Addenda to the contrary, the expense of any Materials and Supplies (as defined below) as may be needed for the Manager to perform the Maintenance Services, are not included in (and shall be an expense owed by the Association in addition to) the Maintenance Service Fees. Further, any reimbursable costs or other special fees, costs and expenses detailed in **Appendix A** are not included (and shall be an expense owed by the Association in addition to) the Maintenance Services Fees. The Maintenance Service Fees shall be paid monthly, in advance, based on the monthly fee amounts outlined in the Scope of Services Addenda. Notwithstanding anything contained herein to the contrary, the Manager shall have the right, upon notice to the Board, to make, at the Association's expense, any "emergency" repairs and replacements which, according to the Manager's commercially reasonable belief, are required, on an urgent basis, to eliminate or avoid danger to persons or to property, or as are necessary in the Manager's commercially reasonable belief for the preservation and safety of the Community Property, or for the safety of persons in or about the Community Property, or in order to avoid the imminent suspension of any necessary service to the Association or the Community Property.

4.7 In the event that the Manager elects to no longer provide one or more of the Maintenance Services to the Association, then the Manager may provide written notice to the Association of its election to retain a subcontractor to provide the applicable Maintenance Service. Thereafter, the Manager shall solicit bids from reputable subcontractors to perform the applicable Maintenance Service and shall provide the responsive bids to the Association. Within thirty (30) days following the Association's receipt of the bids referenced in the foregoing sentence, the Association shall select a subcontractor to perform the applicable Maintenance Service by providing written notice of its selection to the Manager. In the event the Association

fails to respond within the foregoing 30-day period, the Manager shall have the right to select the subcontractor to perform the applicable Maintenance Service. Upon selection of a subcontractor to perform the applicable Maintenance Service, the Association and Manager shall promptly enter into an amendment to this Agreement reflecting the termination of such Maintenance Service and the Manager shall thereafter be released of all rights and obligations related to such Maintenance Service.

4.8 To the extent certain services are not provided to the Association by the Manager pursuant to the Scope of Services Addenda or otherwise expressly provided by the Manager herein, the Manager shall solicit, analyze and negotiate contracts with third party service providers ("**Service Contracts**") on behalf of the Association, as needed, for services reasonably necessary with respect to the operation, maintenance, upkeep, repair, replacement, and preservation of the Community Property; all of which Service Contracts shall be subject to prior written approval and execution by an officer of the Association designated by the Board.

4.9 Purchase as Association property tools, equipment, supplies and materials (collectively, the "**Materials and Supplies**") as may be necessary or desirable for the maintenance, upkeep, repair, replacement and preservation of the Community Property, including any Materials and Supplies as may be needed for the Manager to perform Manager's Services. Such purchases may be made in the name of the Association and shall be made at the expense of the Association. Any such purchases, for each particular item thereof in excess of Five Thousand Dollars (\$5,000.00), shall be subject to the prior written consent of the Board. Notwithstanding the foregoing, this Section 4.9 shall not preclude Manager from purchasing materials and supplies in Manager's own name, and in such event, such purchases shall not be made at the expense of the Association and shall be at Manager's sole cost and expense.

4.10 Prepare, annually with respect to the next succeeding fiscal year, a proposed operating budget for the Association (the "**Budget**"), setting forth an itemized statement of anticipated receipts and disbursements based upon, among other things, the then current schedule for Assessments and the costs for the Manager's Services, and taking into account the then prevailing conditions of the Association and the Community Property. The Budget, together with a detailed explanatory statement, shall be submitted by Manager to the Board for comments, changes, and approval at least sixty (60) days prior to the Budget meeting of the Board. A proposed Budget shall only become a binding, approved, and applicable Budget after approval by the Board. The Budget shall serve as a supporting document for the schedule of Assessments.

4.11 Analyze (and approve, as applicable) all bills and invoices received by the Association, as needed or required, but not less frequently than monthly, including any bills and invoices for services provided to the Association and Materials and Supplies, and cause to be paid by the Association all such approved bills as and when the same shall become due and payable, but the Manager shall not be liable for the failure to pay any such bills if sufficient funds of the Association are not available. The Manager shall have no obligation whatsoever to pay any amounts/expenses owed by the Association from the Manager's own funds to the extent the Association does not have such funds available. The Manager shall monitor the finances of the Association and report anticipated shortages, if any, to the Board as soon as possible.

4.12 Facilitate and coordinate payment under any contracts or agreements affecting the Association and/or the Community, including, without limitation, agreements with utility providers, third party service providers, and leased equipment or facility providers, on behalf of the Association, as needed, all of which shall be subject to prior approval of the Board. Notwithstanding anything contained herein to the contrary, the Manager shall not be liable for the failure to pay any amounts owed by the Association if sufficient funds of the Association are not available.

4.13 Maintain, as needed or required, but not less frequently than on a monthly basis, the Association's financial record books, accounts and other records (collectively, the "**Books and Records**") as

required by the Association's bylaws and otherwise, and in accordance with Applicable Laws (as defined below). Such Books and Records shall be the property of the Association, and kept at the main office of the Manager, and shall be available for inspection, review, copying, and audit by the Association, the Board members, the independent CPA's (as defined below) servicing the Association and the Owners and Tenants. An annual compilation, review or audit of the Books and Records shall be made by the CPA's employed by, and at the cost and expense of, the Association, and at such times as determined by the Association and in accordance with Applicable Laws, if any. The Manager shall cooperate with the CPA's in their functions, as reasonably requested.

4.14 Establish and maintain an accounting system and provide financial management services to the Association.

4.15 Establish and maintain separate and distinct (without co-mingling of any of the Association's funds) checking and saving accounts in the name of the Association, as well as separate accounts (e.g., for reserve funds) (collectively, the "**Bank Accounts**"), as designated and approved, in advance, by the Board. Checks and all other withdrawals on all Bank Accounts will be executed with signature of designees of the Board.

4.16 Establish and execute, on a non-discriminatory basis, procedures to be uniformly followed in the collection of Assessments, and Other Charges, including but not limited to, procedures for sending delinquency notices to Owners in arrears, and follow up with the Association's Attorney on delinquent accounts according to procedures and time-tables to be approved, in advance, by the Board.

4.17 Deposit all funds collected from Owners and others into the pertinent Bank Account, so that said funds, among other things, may be withdrawn therefrom to pay all expenses of operation and maintenance of the Community Property as contemplated herein. The Bank Account(s) shall be styled so as to indicate the custodial nature thereof. The Manager shall not be liable for any loss resulting from the insolvency of such depository.

4.18 Assist the Board appointed accountants for the Association (the "**CPA's**") in performing audits, reviews or compilations and coordinate the filing of local, state and federal tax forms in a timely manner.

4.19 Assist the Association's Attorney in the collection of past due Assessments, the enforcement of the restrictions, covenants, rules and regulations contained in the Declarations (as defined below) and any and all other reasons for which the Association has retained the Attorney. Without limiting the foregoing, the Manager agrees to follow all collection procedures provided for by the Board and the Attorney including without limitation, mailing certified letters when deemed necessary or desirable by the Board and the Attorney, providing files in a timely manner and working diligently to keep all Association records and files organized, updated and accessible for the Board and the Attorney.

4.20 Take such actions as may be reasonably necessary: to comply with and rectify any violations actually known by the Manager of all pertinent laws, statutes, ordinances and rules of all appropriate governmental authorities having jurisdiction over the Association, or the Community Property (collectively, "**Applicable Laws**"); and to advise Owners and Tenants of any violations actually known by the Manager of, any declarations of record of covenants, conditions and/or restrictions pertaining to the Community, Articles of Incorporation and Bylaws of the Association and applicable Community rules and regulations (the "**Rules and Regulations**"), in connection with the operation and administration of the Community; provided, however, that notwithstanding anything contained in this Agreement to the contrary, in no event shall the Manager be liable for the failure of Owners and Tenants to comply with such Applicable Laws and Declarations, Articles of Incorporation, Bylaws of the Association and Rules and Regulations.

4.21 Retain and employ or contract for, as needed, at the Association's expense and as agents of the Association, such attorneys, accountants, insurance consultants, tax consultants and other experts and professionals (collectively, the "**Outside Professionals**"), whose services the Manager may reasonably request to effectively perform its duties and exercise its powers hereunder; provided, however, under all circumstances, the retention and employment of Outside Professionals shall be subject to the prior approval of the Board, in its discretion.

4.22 Solicit proposals for insurance coverage for prior approval by the Board. Maintain appropriate records of all insurance coverages carried by the Association and the Manager, and, subject to the Board's prior approval thereof, process all insurance claims in a diligent and timely manner.

4.23 Accept applications and references of prospective Owners and Tenants and facilitate transfers and leasing of Units, all as needed; provided, however, that the actual approval or disapproval thereof shall be given and executed only by an authorized officer of the Association, or the Board.

4.24 Prepare and send all letters, newsletters, surveys, reports and notices as may be reasonably requested by the Board, and attend all meetings of the Board and the Association, and file minutes thereof (collectively, the "**Meeting Minutes**"). The Manager may charge a fee for attendance at a meeting and all reimbursable costs incurred in connection therewith as shown on **Appendix A**. All Meeting Minutes shall be prepared in reasonable detail by the Manager, and submitted to the Board for approval within thirty (30) days after each of the respective meetings. After approval thereof by the Board, originals of all Meeting Minutes shall be promptly included in the Association's corporate minute books.

4.25 Perform routine inspections of the Community Property and make recommendations, in writing, to the Board as to the maintenance of, and improvements to, the Community Property.

4.26 Assist in resolving individual Owner and Tenant problems, complaints and disputes as they pertain to the Association, the Community Property and the Rules and Regulations.

4.27 Assist the Association in the enforcement of the provisions of the Association's governing documents, the Rules and Regulations.

4.28 Organize the annual meeting and any special meetings of the membership of the Association, including, but not limited to, the preparation of meeting notices, voting certificates, proxy forms, and agenda, all under the direction of the Board or its designee. The Manager may charge a fee for attendance at meetings of the Association, the Board, or any committee of the Association or Board as shown on **Appendix A**.

4.29 Maintain a 24 hour, seven-days-a-week, customer service call system.

4.30 Provide quarterly written reports to the Board of the status of pending and completed activities and operations affecting the Association and the Community Property.

4.31 Meet with the President of the Association to discuss the Community, including providing a verbal report of all matters relevant to the operation of the Association, as reasonably requested by the President, including without limitation, a summary report of the Manager's Services provided hereunder.

4.32 Assist the Board with the coordination and management of assigned parking spaces, including assistance with facilitating such assignments based upon the Board's policy for assigning parking spaces within the Community Property, as needed; provided, however, that the actual approval of such

assigned parking spaces shall be provided by an authorized officer of the Association, or the Board, subject to compliance with Applicable Laws.

5. Agency. All actions taken by the Manager with respect to the Manager's Services under and in compliance with the provisions of this Agreement shall be taken as agent for the Association and all obligations or expenses incurred in the performance of the Manager's Services shall be for the account, on behalf, and at the expense of the Association, except as is otherwise expressly provided herein. The Manager shall not be obligated to make any advances to or for the account of the Association or to pay any sum, except out of funds held or provided by the Association or by its members or occupants of Units, nor shall the Manager be obligated to incur any liability or obligation on behalf of the Association without absolute and unconditional assurance that the necessary funds for the discharge thereof are immediately and presently available. It is understood and acknowledged that the Manager does not have any power-of-attorney to sign for, or execute, any document in the name of, the Association or the Board.

6. Security. The Manager shall not in any way be considered an insurer or guarantor of security within the Community. Additionally, the Manager shall not be held liable for any loss or damage arising from Manager's failure to provide adequate security or arising from ineffective security measures undertaken. By entering into this Agreement, the Board, on behalf of the Association, Owners and Tenants, guests and invitees of any Owner or Tenant, acknowledges that the Manager does not represent or warrant that any fire protection, burglar alarm systems, access control systems, entry monitor services (staffed or electronic), surveillance equipment, monitoring devices, or other security systems (if any are present) will prevent loss by fire, smoke, burglary, theft, hold-up or otherwise, nor that such measures or equipment will in all cases provide the detection or protection for which the system is designed or intended. The Board acknowledges and understands that the Manager is not an insurer and that each Owner and Tenant, and each guest and invitee of any Owner or Tenant assumes all risks for loss, or damage to persons, to Units and further acknowledges that the Manager has made no representations or warranties nor has the Association, any Owner, Tenant, occupant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices or other security systems recommended or installed or any security systems recommended or installed or any security measures undertaken within the Community.

7. Insurance. The Manager shall cause to be placed and kept in force necessary insurance, including but not limited to, public liability insurance, fire and extended coverage insurance, as required and approved by the Board. The Manager shall investigate and make a written report as to all accidents or claims for damage relating to the management, operation and maintenance of the Community including but not limited to any damage or destruction to any portion of the Community Property, the estimated cost of repair and shall cooperate and make any and all reports required by any insurance company in connection therewith; provided, however, all such support by Manager described in the foregoing shall be charged to the Association as Special Project Labor in accordance with Appendix A.

8. Cost Reimbursement. Except as otherwise expressly provided herein, the Association shall, on a frequent basis (and no less than monthly), pay or reimburse the Manager for the costs of various operating costs and expenses, including, but not limited to, printing and photocopying, postage, envelopes, mailing labels, coupons and statements, long distance telephone calls and courier service, all as detailed in Appendix A attached hereto and incorporated herein by this reference, which may be incurred by the Manager in providing the Manager's Services, promptly upon receipt of an invoice therefor. All such invoices shall qualify for payment or reimbursement, if containing or accompanied by (a) a reasonably detailed compilation of the reimbursable costs, (b) any third party invoices, if such reimbursable costs are incurred with third parties, and (c) other back-up and supporting data, if any, which, is reasonably necessary to explain and validate the invoices and the amount of charges contained therein. The Manager shall be entitled to

reimbursement for all documented, reasonable and necessary expenses paid by the Manager for operations expenses of the Association (which may include all fees and expenses detailed in Appendix A attached hereto) to the extent the Manager has not otherwise been reimbursed and such expenses are not otherwise paid from the Association's Bank Accounts. The fees and expenses detailed on Appendix A are subject to increase by the Manager in its discretion in an amount not to exceed a three percent (3%) increase from the prior year's rate of fees for such fees and expenses detailed in Appendix A.

9. Management Fee; Compensation and Additional Services.

9.1 In addition to the Maintenance Services Fees and all reimbursable costs, for which the Association shall pay the Manager pursuant to Section 8 hereof, the Association agrees to pay the Manager, on a monthly basis, in advance, a per-Unit monthly management fee ("Management Fee") in an amount equal to Twelve and 00/100 Dollars per Unit per month during the Initial Term. The Management Fee for the Initial Term shall be \$59,616.00 per month, and \$715,392.00 annually. The Management Fee shall be paid in advance on a monthly basis.

9.2 For purposes of this Agreement, "Compensation" shall mean all amounts owed to the Manager pursuant to this Agreement, including the Management Fee and the Maintenance Services Fees, Special Project Labor (as defined below) and any other fees, costs or expenses incurred by Manager on behalf of the Association or otherwise due to Manager under this Agreement. Except for Special Project Labor, compensation due to the Manager shall be paid in advance to the Association on a monthly basis.

9.3 The Manager may provide additional support to the Association in the following areas outside of the scope of the Manager's Services provided herein, if and as may be requested by the Board from time to time: (1) legal or litigation support related to potential or actual litigation or legal issues involving the Association that are not related to collections activity which may involve coordination, records research, depositions, testimony, court, or similar activity; (2) audit or review support related to preparation and assistance with routine or special audits or reviews of accounting or tax records or similar activity; (3) records production support for research, production or review of official Association records for Board or members if requested by the Board or required by Florida Statute or other legal authority; (4) Association computer systems and website support; (5) cleanup or other restoration work or insurance claims management and support services after a major weather event, act of God, or other casualty; (6) restoration, renovation, repairs, or improvements exceeding \$10,000 in cost; (7) any work or services provided by the Manager and directly or indirectly related to any matter for which the Manager is entitled to an indemnity from the Association under Section 16 of this Agreement; or (8) other work outside the scope of this Agreement. Such support shall be charged to the Association as Special Project Labor in accordance with Appendix A. This provision shall survive the Termination of this Agreement in the event that the Manager personnel are required by law to assist or otherwise be involved in Association business after the date of Termination or expiration of this Agreement.

9.4 The Association may request the Manager to oversee special projects of construction, such as restoration, renovation, repairs, or improvements exceeding \$10,000 in cost. If the Manager accepts responsibility for oversight of such a project, the Manager shall work with the Board to obtain bids, negotiate agreements with contractors and oversee the work of the contractors and other professionals. The Manager shall work with the Association's Attorney to ensure that the Association is properly protected from construction lien law liability. The Manager's role shall be to perform general monitoring and supervision of the project on behalf of the Board and shall specifically exclude conducting work appropriately performed by other professionals such as contractors, engineers, architects, and inspectors. Such support of the Manager for such special projects shall be charged to the Association as Special Project Labor in accordance with Appendix A.

10. Right of Access. The Manager shall have access to all elements of the Community Property at all reasonable times as may be necessary for the maintenance, repair or replacement of any portion of the Community Property, or for the making of emergency repairs necessary to prevent damage to any portion thereof.

11. Designations.

11.1 The Association shall designate, in writing, a single individual who, except as specified herein as to certain approvals, consents, and authorizations, shall be authorized to deal with the Manager on any matter relating to this Agreement. In the absence of any such designation, the Chairman of the Association shall have such authority.

11.2 The Manager may designate, in writing, a single individual, who shall be designated the "**Community Manager**" and who shall be authorized to deal with the Association on any matter relating to this Agreement. At all times, at least one (1) person shall be employed by the Manager to provide services to the Association in accordance with this Agreement.

12. Termination; Transition. This Agreement may be terminated (a "**Termination**") by either party without "cause" (as defined below) upon ninety (90) days written notice to the other party. Upon the effective date of any Termination (the "**Termination Date**"), the Association shall be responsible for all accrued and unpaid Compensation or reimbursable costs incurred or contracted for by the Manager pursuant to this Agreement up to, and including, such Termination Date. In the event of any such Termination, as the case may be, the following terms, conditions and covenants shall apply:

12.1 This Agreement may be terminated with "cause," by the Association if there is a default in the provision of the services detailed in this Agreement by the Manager and such "cause" exists in accordance with this Section. In such event, the Association shall inform the Manager in writing by certified mail, of any such default and "cause" pursuant to this Section. If the default is not cured within thirty (30) days after the date of receipt of notice by the Manager, or in the case of default requiring more than thirty (30) days to cure, unless reasonable steps have been taken to cure such default and such cure is diligently pursued thereafter, the Association may terminate this Agreement. "**Cause**" as used in this Section 12 shall mean (a) the willful misconduct or negligence on the part of the Manager, (b) an act by the Manager constituting a violation of Applicable Law or a breach of this Agreement which the Manager knew or reasonably should have known constituted a violation of law or willful breach of this Agreement, or (c) if a court shall enter a decree or order for relief in respect of the Manager in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal, state or foreign bankruptcy, insolvency or other similar law, or appoint a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Manager or for any substantial part of its property, or for the winding-up, dissolution or liquidation of its affairs, and such decree or order shall continue unstayed and in effect for a period of sixty (60) consecutive days or if the Manager shall consent to any of the foregoing. If the "cause" is resolved, in the reasonable discretion of the Association, this Agreement will continue uninterrupted for the balance of the Term.

12.2 On the Termination Date (or Expiration Date if this Agreement is not renewed in accordance with Section 3 above), the Manager shall deliver to the Board: (i) the originals of all Books and Records of the Association in the possession of the Manager, (ii) copies of all Books and Records or other documents in the Manager's possession which relate to the Manager's Services as provided herein, or are otherwise directly related to the Association, the Community, the Units, or the Community Property and (iii) all financial and other reports required hereunder current through the Termination Date (or Expiration Date, as applicable);

12.3 On or before the Termination Date (or Expiration Date if this Agreement is not

renewed in accordance with Section 3 above), as reasonably requested, the Manager shall use commercially reasonable efforts to take such actions to assure that an orderly and efficient transition of management is effectuated on the Termination Date (or Expiration Date), without interruption of Manager's Services. For example, but without limitation, the Manager and the Community Manager, upon request, shall meet and confer with representatives of a new management company selected by the Association to implement an orderly and efficient transition.

13. Notices. All notices or other communications permitted or required hereunder shall be in writing and shall be effective upon receipt or refusal of delivery when sent by the United States mail, with proper postage prepaid, certified mail, return receipt requested, or by personal delivery courier, or by a well-recognized overnight courier service, and addressed as follows:

IF TO THE ASSOCIATION:

ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC.
Attn: Chairman
2069 World Parkway Boulevard East
Clearwater, Florida 33763

And also a copy to:

Conn & Buenaventura, P.A.
Attn: Barrie S. Buenaventura, Esq.
4830 W Kennedy Blvd., Suite 600
Tampa, Florida 33609

IF TO THE MANAGER:

PARKWAY MAINTENANCE & MANAGEMENT PINELLAS, LLC
Attn: Kenneth Colen
8445 SW 80th Street
Ocala, Florida 34481

And also a copy to:

Colen and Wagoner, P.A.
Attn: Gerald Colen, Esq.
7243 Bryan Dairy Road
Largo, Florida 33777-1538

or to such other address as either party shall, from time to time, designate for itself, in writing, to the other party, provided that notice of any change of address shall not be effective until received.

14. Notice and Cure Period. If either party defaults by materially failing to perform its duties and obligations under this Agreement, the party claiming the default shall provide written notice of such default to the nonperforming party specifying the nature of the default(s). If the default(s) are not corrected within thirty (30) days of such written notice, the party claiming the default may cancel this Agreement in accordance with Section 12 above.

15. Independent Contractor. The Manager is and shall be deemed an independent contractor, and not an employee of the Association. The Manager shall be free to contract for similar services to be performed for other entities, wherever located, while it is under contract with the Association.

16. Liability and Indemnification of Manager; Additional Insured. By entering into this Agreement, the Board, on behalf of the Association, agrees the Manager shall not be liable to the Association, the Owners or Tenants, or to any guests or invitees of the Owners or their Tenants, for any loss or damage to person or property, unless caused by the Manager's own gross negligence or willful misconduct. All personal property placed or moved into the Community will be at the risk of the Association or the Tenant or Owner, as the case may be. The Manager will not be liable to the Association or any other person for any damage to or injury to person or property, real or personal, arising from theft, vandalism, HVAC malfunction, the bursting or leaking of water pipes, any criminal activity, or any act or omission of any Owner or Tenant, unless such damage to or injury to person or property results from the Manager's own gross negligence or willful misconduct. The provisions set forth in this Section shall survive the expiration or earlier Termination of this Agreement.

The Association agrees to name the Manager as an additional named insured under its general liability, fidelity bonding, and errors and omissions policies, with limits acceptable to the Manager in its reasonable judgment, and confirms that the Manager and its employees and contractors hired pursuant to the terms of the Agreement will be covered fully under such policies. Within thirty (30) days of the date on which the Association and the Manager execute this Agreement, the Association will deliver to the Manager a copy of the policies referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement. These coverages shall survive the Termination of this Agreement.

17. Mediation. If a dispute arises relating to this Agreement, the parties involved shall first proceed in good faith to submit the matter to mediation as a prerequisite to filing any litigation or other proceeding with the court. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. In the event the entire dispute is not resolved within thirty (30) days from the date written notice requesting mediation is sent by one party to the other, the mediation, unless otherwise agreed, shall terminate. This Section 17 shall not alter any date in this Agreement, unless otherwise agreed in writing.

18. Force Majeure. In the event either party to this Agreement shall be delayed or hindered in or prevented from the performance of any act required to be performed by such party by reason of acts of God or other casualty, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, epidemics, pandemics, adverse weather conditions preventing the performance of work, war or other reason beyond such party's control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such party.

19. Miscellaneous.

19.1 No waiver of a breach of any of the covenants contained in this Agreement shall be construed to be a waiver of any succeeding or other breach of the same, or any other covenant.

19.2 No modification, release, discharge or waiver of any provision hereof shall be of any force or effect, unless in writing, signed by both parties to this Agreement.

19.3 If any term or condition of this Agreement is, to any extent, invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and condition of this Agreement

shall be valid and enforceable to the fullest extent permitted by law. This Agreement will be construed and enforced in accordance with the laws of the State of Florida.

19.4 This Agreement constitutes the entire understanding and agreement between the parties hereto, and supersedes all prior written or oral agreements, with respect to its subject matter. This Agreement shall be binding upon the parties hereto.

19.5 Each of the parties hereto represents and warrants to the other that the execution, delivery and performance of this Agreement by each, respectively, will not conflict with, nor result in the breach of, any agreement, document, indenture or other instrument to which each is a party or under which each is bound. Each of the parties hereto further represents and warrants to the other that it has full power and authority to execute and deliver this Agreement, and to perform the obligations hereunder, and that it has taken all actions necessary to authorize the execution, delivery and performance of this Agreement.

19.6 The paragraph headings or captions herein are for convenience only and shall not affect or control the meaning or construction of the provisions of this Agreement.

19.7 All schedules, addenda and appendices attached hereto are a component and integral part hereof and are incorporated herein by this reference.

19.8 Nothing contained herein shall be deemed to create third-party beneficiary rights in persons or entities not parties hereto, except as specifically set forth herein.

19.9 Time shall be of the essence with respect to all matters under this Agreement.

19.10 This Agreement shall not be construed strictly in favor of, or against, either party hereto by virtue of the fact that it may have been prepared by counsel for one of the parties, or under any drafter's or similar rule; it being acknowledged that both the Association and the Manager have had the benefit of independent legal counsel of its choice, or the opportunity to engage such counsel.

19.11 In the event of any dispute, litigation, or other proceeding between the parties arising out of this Agreement, to enforce any provision of this Agreement, or any right of either party hereunder, each party to such dispute, litigation, or other proceeding shall pay its own attorneys' fees, costs and expenses incurred in court, at trial, on appeal, and in any other proceeding irrespective of whether a party prevails in such litigation or proceeding. The provisions of this Section 19.11 shall survive termination of this Agreement.

19.12 Notwithstanding anything contained herein to the contrary, each of the parties hereto acknowledge the ownership by SCA of certain portions of and improvements within the Community. Nothing contained herein shall prevent the Manager from performing any services for or on behalf of SCA at SCA's expense. In the event this Agreement is terminated, the Association agrees to cooperate with the Manager as needed for the Manager to perform any such services for SCA

19.13 The Association recognizes that Manager is engaged in the specialized and competitive property management and maintenance business and Manager invests time and money in the hiring, training and development of its employees at all levels, which promotes productivity, efficiency and the employment of a competent and specialized workforce. Accordingly, the Association covenants and agrees that it shall not hire, employ, or otherwise engage any employees, prospective employees Manager presents for consideration, or former employees who provided services to the Association, or contract with or in any way engage the services of any firms employing any such employees, prospective employees Manager presents for consideration, or former employees of Manager while this Agreement remains in force and continuing for a period of twelve (12) months following the expiration or earlier termination of this Agreement. For this

purpose, "employees, prospective employees Manager presents for consideration, and former employees" are those individuals employed by Manager who provided services to the Association, or prospective employees who were presented to the Association for consideration, at any time during the (12) month period prior to the termination or expiration of this Agreement. Should the Association violate this Section 19.13, it agrees to pay, as liquidated damages, and not a penalty, the sum of thirty percent (30%) of the annual salary/wages of said employee(s) at time of termination or resignation of said employee(s) by or from Manager. The provisions set forth in this Section 19.13 shall survive the termination or expiration of this Agreement.

20. Prior Management Agreements. This Agreement replaces and supersedes any prior management agreements as provided by the Consolidation and Termination of Management Agreements recorded on 12/27/2021 in Official Records Book 21864, Page 2349, Public Records of Pinellas County, Florida, which was executed concurrent with this Agreement). The parties acknowledge that prior to entering into this Agreement, management and administrative services were provided to the Association by PARKWAY MAINTENANCE & MANAGEMENT, L.L.C., a Florida limited liability company f/k/a Parkway Maintenance & Management, Co., a Florida corporation f/k/a Parkway Condominium Management Company, a Florida corporation ("Parkway") pursuant to various management agreements between Parkway and the Association. Notwithstanding anything to the contrary contained in this Agreement, Parkway shall be entitled and expressly authorized to (i) collect and retain all assessments receivable by the Association (if and when received) that accrued prior to the effective date of this Agreement, (ii) maintain and pursue recorded liens and collection actions pending in court on the effective date of this Agreement ("Collection Actions") and initiate Collection Actions for any liens recorded prior to the effective date of this Agreement, (iii) continue to pursue Collection Actions for any further continued delinquency of assessments which accrue after the effective date of this Agreement. Any payment for assessments received by Parkway shall be applied in accordance with Section 718.116, Florida Statutes, and any other applicable law(s) or regulation(s).

[Intentionally Blank - Signatures on the Following Page]

Executed this 17th day of December, 2021.

ASSOCIATION:

ON TOP OF THE WORLD CONDOMINIUM
ASSOCIATION, INC., a Florida not-for-profit
corporation

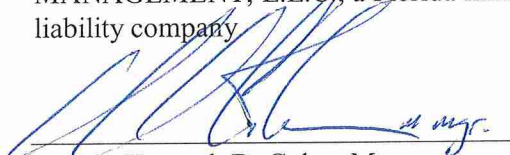


Chuck McAllister, Vice Chairman

MANAGER:

PARKWAY MAINTENANCE & MANAGEMENT
PINELLAS, LLC, a Florida limited liability company

By: PARKWAY MAINTENANCE &
MANAGEMENT, L.L.C., a Florida limited
liability company



Kenneth D. Colen, Manager

APPENDIX A

1. Postage – cost.
2. B/W Copies - \$.15 each. Color Copies - \$1.00 each.
3. Labels - \$.05 each.
4. Standard Envelopes - \$.15 each. Oversized Envelopes - \$.35 each.
5. Production Service Fees (community mailings, meeting notices, newsletters, etc.) (other supplies not included).
 - No envelope used = \$.05 per piece.
 - Envelope used = \$.05 per piece.
 - Oversized envelope used = \$.10 per piece.
6. Fax - \$1.00 per page.
7. Statements - \$1.00 each.
8. Special Assessments - \$3.50 per account per payment.
9. Court appearances/depositions - \$125.00 per person per hour.*
10. Special Project Labor - \$125.00 per person per hour.*
11. Manager's attendance at meetings of the Association, the Board or any committee of the Association or Board or other special meeting - \$125.00 per hour.*
12. File folders for Association's records - \$.15 each.
13. Association checks – cost.
14. Additional services as requested by the Association (including meetings, seminars, etc.) - \$125.00 per hour.*
15. Electronic means of communications – if applicable – cost.
16. Archiving records/storage - \$20.00 per month.
17. Mileage reimbursement – current IRS rate.
18. Gate software/programming/distribution, (if applicable). *
 - \$75.00 per month - one gate.
 - \$150.00 per month - two or more gates.
19. Website creation/set-up/maintenance/content administrator – available, additional fee for service.

The following expenses may not be the responsibility of the Association and charged to the owner:

- Delinquency/lien notice - \$50.00
- Lien preparation/cost - \$100.00
- NSF fee - \$37.00
- Closing estoppel letter/questionnaire - \$100.00
- Condo questionnaire - \$100.00
- Administrative Transfer fee - \$100.00
- Gate remotes (if applicable) – cost
- Architectural Application processing fee – if mandated by Association Declaration

* Does not include any materials or supplies as may be necessary or desirable to perform such services.

NOTE: Subject to Section 4.7, on each anniversary of the Commencement Date, Manager, shall have the right to adjust any fee or expense shown hereon by an amount not to exceed three percent (3%).

ADDENDUM A

JANITORIAL AND GROUNDS MAINTENANCE SCOPE OF SERVICES

Daily/Weekly Services:

1. Trash and recycle curbside services
2. Routine Janitorial Service of Community Property (including cleaning, vacuuming, mopping, trash removal and standard janitorial upkeep, as applicable):
 - a. Center core
 - b. Trash room
 - c. Laundry Room
 - d. Elevator
 - e. Walkways
 - f. Stairwells
 - g. Patios(front)
 - h. Handrails
 - i. Windowsills
 - j. Parking Lots
 - k. Tile Surface Maintenance – Cleaning
3. Inspections of Community Property and reporting any defects/violations found by janitorial staff

As Needed Services:

1. Building Facade Cleaning
 - a. Pressure Washing
 - b. Mildew removal
 - c. Walkway scrubbing
 - d. Baluster Cleaning
2. Flooring Maintenance – Non-Routine Upkeep
 - a. Center Core Commonly Used Facilities:
 - i. Stripping Floors
 - ii. Stain Removal
3. Mailboxes
 - a. Lock Changes
 - b. General Maintenance

Maintenance Services Fees for Foregoing Services: \$377,040 MONTHLY / \$4,524,482 ANNUALLY***

*** Excluding the cost of Materials and Supplies as may be necessary or desirable to perform such services.

NOTE: Subject to Section 4.7, on each anniversary of the Commencement Date, the Maintenance Services Fees for the foregoing described services are subject to increase by the Manager by an amount not to exceed three percent (3%).

ADDENDUM B

LANDSCAPE SCOPE OF SERVICES

Weekly/Monthly Services:

1. General Maintenance of Community Property Landscaping
 - a. Mowing (every 7-10 days, conditions permitting)
 - b. Weeding (routinely, no less than monthly)
 - c. Edging (twice per month, conditions permitting)
 - d. Replacement of Sod (as required)
2. Inspect for proper irrigation of Landscaping (routine wet checks and inspection of irrigation zones; notify need for irrigation repairs)

Routine/As-Needed Services:

1. Weeding (hand pulling and chemical herbicides will be used routinely)
2. Planting and vegetation removal and replacement (excluding palms)
3. Tree and Shrub Maintenance
 - a. Trimming/Pruning
 - b. Removal of dead, diseased or injured branches
 - c. Stump Grinding
4. Mulching (annually)
5. Leaf and debris removal (routinely)
6. Insect and disease control
7. Fertilization (minimum 2 times per year)
8. Pesticide Application (trees/shrubs/grass)
9. Growth Regulator/Application
10. Inspection of Landscaping/Plants for health status and need for replacement
11. Irrigation Wet Checks
12. Inspect and coordinate treatments with contracted licensed vendors for termites and other pests as required
13. Oversight of Contractors/Vendors (including pond/waterway treatment vendor)

Maintenance Services Fees for Landscape Services: \$47,466 MONTHLY / \$569,588 ANNUALLY ***
(including costs of fertilizers, pesticides, annual flowers and mulching, but excluding any costs related to replacement or non-routine maintenance of palms, irrigation water costs, or re-sod or seeding)

*** Excluding the cost of Materials and Supplies as may be necessary or desirable to perform such services.

NOTE: Subject to Section 4.7, on each anniversary of the Commencement Date, the Maintenance Services Fees for the foregoing described services are subject to increase by the Manager by an amount not to exceed three percent (3%).

ADDENDUM C

BUILDING MAINTENANCE AND REPAIR SCOPE OF SERVICES

The following services will be provided on an “as-needed” basis to the Condominium Buildings:

1. Routine Building Repair and Non-Janitorial Maintenance
2. Unit number/address repair/installation
3. Concrete spall repairs
4. Common Element walkway and stairwell repairs and coating preparation/application
5. Window sill restoration for Common Element windows
6. Lintel maintenance/repair
7. Awning removals (Unit Owner/Tenant charged separately for removal)
8. Stucco repair/restoration
9. Paved Surfaces - parking lots, sidewalks, streets and other concrete/paved surfaces
 - a. Inspections, Repairs and Preventative Maintenance - Cleaning/Smelting
 - b. Line Striping
10. Patio repair/new installations for Common Element patios
11. Mailbox demo/repair/replacement
12. Handrail repair
13. Door and Lock repair/replacement for Common Element doors
14. Drywall repairs/demo/replacement for Common Element drywall
15. Exterior leak inspection
16. HVAC pad restoration/removal for Common Element HVAC
17. Soffit/Fascia Repair
18. Roof parapet repair/replacement
19. Baluster repair/replacement
20. Floor demo/repair/replacement for Common Element flooring
21. Dock and Boat Rack maintenance/repair/rehabs
22. Dryer Vent Maintenance
23. Roof Maintenance for roof system/deck
 - a. Inspections, Repairs and Preventative Maintenance
 - b. Troubleshooting/Leak Detection/Waterproofing membrane applications
 - c. Gutter systems & downspout repairs
 - d. Ornamental Tower Maintenance
24. Coordination and oversight of contractors
25. Laundry Room Maintenance

Maintenance Services Fees for Foregoing Services: \$92,575 MONTHLY / \$1,110,905 ANNUALLY***

*** Excluding the cost of Materials and Supplies as may be necessary or desirable to perform such services.

NOTE: Subject to Section 4.7, on each anniversary of the Commencement Date, the Maintenance Services Fees for the foregoing described services are subject to increase by the Manager by an amount not to exceed three percent (3%).

ADDENDUM D

REMEDICATION AND SPECIAL PROJECTS SCOPE OF SERVICES

The following services will be provided on an “as-needed” basis to the Condominium Buildings:

1. Leak and Mold inspections, detections and remediation of Common Elements
 - a. Inspection and assessment
 - b. Contractor assignment and oversight
 - c. Resident/Association liaison if mold or leak affects Units
2. Unit Leak Inspections/Assessments
 - a. Source identification/Leak Detection
 - b. Contractor assignment/oversight
3. Drywall Assessment and associated demolition
 - a. Damage Assessment
 - b. Contractor assignment/oversight
4. Fire Remediation/Assessment
 - a. Smoke damage assessment
 - b. Coordinate with fire department and government authorities
 - c. Information gathering
 - d. Resident/Association liaison
5. Bio-Units (Death – Hoarder)
 - a. Unit and damage assessment
 - b. Information Gathering
 - c. Contractor assignment and oversight
6. Hurricane Clean-up or other remediation after Act of God or Weather Event
 - a. Unit and damage assessment
 - b. Information Gathering
 - c. Contractor assignment and oversight
7. Other Remediation/Abatement and Decontamination Services
 - a. Contractor assignment and oversight
 - b. Resident/Association liaison if mold or leak affects Units

Maintenance Services Fees for Foregoing Services: \$5,983 MONTHLY / \$71,792 ANNUALLY*; which shall provide for a minimum of four hundred (400) hours and a maximum of five hundred and seventy four (574) hours of the above-mentioned Remediation and Special Project Services, cumulatively for all of the above.**

NOTE: Subject to Section 4.7, on each anniversary of the Commencement Date, the Maintenance Services Fees for the foregoing described services are subject to increase by the Manager by an amount not to exceed three percent (3%).

Fee for Remediation/Special Projects required after the maximum hours provided for above are met shall be \$125.00 per person per hour, subject to any additional costs incurred by specialized contractors and subcontractors as-needed for such Special Project. Such additional services shall be provided on an “as-needed” basis if and as requested by the Board, and Manager’s expenses for such services shall be considered “Special Project Labor” as provided in the Agreement.

*** Excluding the cost of Materials and Supplies as may be necessary or desirable to perform such services.

ADDENDUM E

ELEVATOR SERVICES

The following services will be provided on an "as-needed" basis to the Elevators in Condominium Buildings and other Common Buildings:

1. Elevator maintenance (24 hour service)
 - a. General and preventative maintenance
 - b. Troubleshooting and repairs
 - c. Improvements and modernizations
 - d. Cab remodels
 - e. Jack and piston repairs
 - f. Vendor-liaison for State of Florida inspector
 - g. Two-way telecom provider liaison

Maintenance Services Fees for Foregoing Services: \$31,304 MONTHLY / \$375,643 ANNUALLY***

*** Excluding the cost of Materials and Supplies as may be necessary or desirable to perform such services.

*** Excluding any non-routine, emergency Elevator repairs and service. Such non-routine or emergency services shall be considered "Special Project Labor" as provided in the Agreement, and shall be subject to any additional costs incurred by specialized contractors and subcontractors or any costs incurred for oversight of such services.

NOTE: Subject to Section 4.7, on each anniversary of the Commencement Date, the Maintenance Services Fees for the foregoing described services are subject to increase by the Manager by an amount not to exceed three percent (3%).

ADDENDUM F

ELECTRICAL SERVICES

The following services will be provided on an ongoing basis to the Common Elements of the Condominium Buildings and other Community Property:

1. Inspections and preventative maintenance
2. Breaker and bulb replacement
3. Fixture and electrical receptacle repair/replacement
4. Emergency lighting maintenance/repair/replacement
5. Oversight of vendors
 - a. Fire alarms/fire extinguishers
 - b. Sprinkler system (wet pipe)
 - c. Spectrum/Frontier/other telecommunications providers
 - d. Duke Energy and other utility providers

Maintenance Services Fees for Foregoing Services: \$1,672 MONTHLY / \$20,060 ANNUALLY***

*** Excluding the cost of Materials and Supplies as may be necessary or desirable to perform such services.

NOTE: Subject to Section 4.7, on each anniversary of the Commencement Date, the Maintenance Services Fees for the foregoing described services are subject to increase by the Manager by an amount not to exceed three percent (3%).

ADDENDUM G

INSPECTION SERVICES

The following inspection services will be provided on an ongoing basis to the Common Elements of the Condominium Buildings and other Community Property:

1. Parking space, expired tag, abandoned vehicle violations
2. Liaison for towing vendor
2. Storage/trash room inspections
3. Oversee resident requested modification process
4. Estoppel compliance inspections
5. Contractor/vendor liaison
 - a. First responders
 - b. Pinellas County Sheriff Office
 - c. Clearwater Fire and Rescue
 - d. Remediation contractors
6. Community rule compliance/violation inspections
7. Coordinate watercraft storage units for kayaks/boats
8. Maintenance of carports (repair, painting and replacement of equipment, as needed)

Maintenance Services Fees for Foregoing Services: \$2,463 MONTHLY / \$29,562 ANNUALLY ***

*** Excluding the cost of Materials and Supplies as may be necessary or desirable to perform such services.

NOTE: Subject to Section 4.7, on each anniversary of the Commencement Date, the Maintenance Services Fees for the foregoing described services are subject to increase by the Manager by an amount not to exceed three percent (3%).