

## **RECREATIONAL USE AND LICENSE AGREEMENT**

THIS RECREATIONAL USE AND LICENSE AGREEMENT (this "**Agreement**") is made and entered into this 17<sup>th</sup> day of December, 2021, by and between the ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC., a Florida not for-profit corporation (the "**Association**") and SCA PINELLAS AMENITIES, LLC, a Florida limited liability company ("**SCA**").

### **RECITALS**

A. SCA is the record title owner and entity responsible for the operation and maintenance of certain Recreational Facilities (as defined below) located on that certain real property in Pinellas County, Florida, as legally described on **Exhibit A** attached hereto (the "**Recreational Property**").

B. The Association is the condominium association for the residential community known as "On Top Of The World Clearwater" in Pinellas County, Florida (the "**Community**"), which Community is located adjacent to and its unit owners are served by the Recreational Property.

C. The Association desires to continue to have its members served by, and SCA hereby agrees, to grant a license to the Association and its members that permits the members of the Association to continue to have said services and access to the Recreational Property and use of the Recreational Facilities subject to the terms of this Agreement. Each member of the Association permitted to continue to use the Recreational Facilities shall be referred to herein as a "**Licensee**," as such term is more particularly defined below.

NOW, THEREFORE, in consideration of the terms, covenants and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SCA does hereby grant to the Association, the right for each Licensee to continue use and access to the Recreational Facilities and to use and access the Recreational Property on the following terms and conditions:

1. **Recitals; Definitions.** The foregoing recitals are true and correct and are incorporated herein by this reference. The following terms shall have the meanings specified below:

**"Access and Use Fee"** shall have the meaning set forth in Section 4 below.

**"Family Member"** shall mean one (1) natural person or not more than two (2) natural persons who customarily reside and live together and otherwise hold themselves out as a family unit, whose legal residence is the Licensee's residential unit; provided, however, in the event a Licensee is the designated caregiver of a dependent or disabled individual and such Licensee desires for such individual to be given the rights of a family member, then the term "Family Member" shall include such additional dependent or disabled individuals. In addition, an unmarried Licensee may request in writing to SCA to designate one (1) natural person permanently residing with such Licensee as a family unit to be given the rights of a family member ("**Resident Partner**"). The Licensee's request and application for designation of a Resident Partner may be granted or denied in SCA's and the Association's reasonable discretion, and upon approval such Resident Partner shall be included in the term "Family Member." SCA may, in its reasonable discretion, require proof of residency of the individual the Licensee seeks to designate as a Resident Partner and individuals the Licensee seeks to establish as a "Family Member." Such designation of a Resident Partner may be changed by the Licensee only once every two (2) years subject to SCA's current policy at that time. A Licensee may revoke the privileges to his or her Resident Partner by written notice to SCA.

**"Guest" or "Guests"** means any natural person who is permitted access to the Recreational Property at the invitation of a Licensee in compliance with this Agreement.

**"Lessee"** shall mean any entity or natural person who leases a unit within the Community from a unit owner under a valid lease agreement of six (6) months or more, which lease agreement has been approved by the Association.

**"Licensee"** shall mean each (i) unit owner, (ii) the Occupant of such unit (subject to the terms and conditions set forth herein), or (iii) the natural person Licensee designated for a unit owned by a legal entity as provided herein.

**"Occupant"** shall mean the unit owner, Family Member, or Lessee.

**"Recreational Facilities"** shall mean the golf course, activity centers, pools, pavilion, grills, dock, lawn ball courts, shuffleboard courts, tennis courts, pickle ball courts, horseshoe pits and other facilities, improvements and personal property located within the Recreational Property that SCA shall have actually constructed or made available to Licensees pursuant to this Agreement. The Recreational Facilities shall specifically exclude those areas of the Recreational Property that are not designated as available to Licensees pursuant to this Agreement. SCA will endeavor to specifically identify (by signage, physical boundaries, or other means) the areas of the Recreational Property that are not accessible to Licensees, but such identification shall not be required. The Recreational Facilities shall not include the customer service offices, mechanical rooms, back of house operational areas or other working areas off-limits to a Licensee.

**"Rules and Regulations"** means the rules, regulations, guidelines and restrictions pertaining to the Recreational Facilities adopted by the Association and SCA attached hereto as **Exhibit B**, and which may be modified or amended from time to time by the written consent of the Association and SCA.

**"Use and Release Agreement"** shall mean the document currently in use prepared by or on behalf of the Association and SCA that describes the terms and conditions of use of the Recreational Facilities. Prior to access to and use of the Recreational Facilities, the Use and Release Agreement shall be signed by any user of the Recreational Facilities. The current form of Use and Release Agreement is attached hereto as **Exhibit C** and incorporated herein by this reference.

## 2. **Use and Access.**

(a) **Non-Exclusive License.** Subject to the terms and conditions of the restrictions set forth in this Agreement and the Rules and Regulations, SCA hereby grants each Licensee and Guest, a revocable, non-assignable and non-exclusive license (the "**License**") to continue to access the Recreational Property and use the Recreational Facilities in common with other Licensees and Guests.

(b) **Optional Components.** Certain optional recreational components may be available to each Licensee, subject to Special Use Fees and additional charges as charged by SCA. Such "**Optional Components**" may include, without limitation, golf carts available for rent, or other facilities that may be available for rental or use, subject to additional fees and charges established by SCA.

(c) **Disclosure.** Full disclosure of the nature of the Recreational Facilities and obligations associated therewith was made to the Association and its members prior to executing this Agreement.

(d) **Limitations Upon Use of Recreational Facilities.** SCA, and its agents, affiliates and designees, shall have the unequivocal right at all times to:

- i. maintain leasing and sales offices (for sales and rentals of residential units within the Community), general offices, and operations on the Recreational Facilities including, without limitation, displays, counters, meeting rooms, and facilities for the sales and leasing of residential units;
- ii. post, display, inscribe or affix to the exterior of the Recreational Facilities signs, other materials used in developing, constructing, selling, or promoting the Community or the Recreational Facilities and site signage, directional signage, banners and flags;

- iii. renovate, redesign and reconstruct, in whole or in part, the Recreational Facilities and related improvements, and make any additions, alterations, improvements, or changes thereto;
- iv. grant easements over, across or through the Recreational Facilities that do not conflict with the rights and opportunity for continued access and use by Licensees;
- v. take such steps as are reasonably necessary to protect the Recreational Facilities;
- vi. close or restrict access to all or any portion of the Recreational Facilities, for limited periods of time to conduct maintenance and for special events, parties or celebrations approved by the Association's designee; provided, however, in the event of a national or state declared state of emergency, including but not limited to, adverse weather events, epidemics, pandemics or quarantines, SCA and its agents, affiliates and designees shall have the right to close or restrict access to all or any portion of the Recreational Facilities or upon the advice of emergency management officials or licensed professionals retained by SCA, to implement emergency requirements and procedures, or;
- vii. regulate parking and traffic at the Recreational Facilities, including, without limitation, the right to regulate golf cart parking.

(e) Commercial Space. Portions of the Recreational Facilities include a management or sales office, retail space or other commercial space ("**Commercial Space**"). SCA may permit Licensee to access any commercial facilities located within the Recreational Facilities at SCA's discretion. SCA may grant leases, franchises, licenses or concessions to commercial concerns within the Commercial Space.

### 3. Persons Entitled to Use the Recreational Facilities.

(a) Licensees. Each Licensee shall have such non-exclusive License to use the Recreational Facilities in accordance with the terms and conditions of this Agreement and all Rules and Regulations applicable to the Recreational Facilities, subject to payment of all applicable Access and Use Fees. Licensees shall have no right to access the Commercial Space comprising part of the Recreational Property, except as and when permitted by SCA in its sole discretion. No Licensee may access or use the Recreational Facilities until SCA has received an executed Use and Release Agreement by or on behalf of such Licensee (or in the case of minors, such Use and Release Agreement from the parent or guardian of such minor).

(b) Ownership by Legal Entity. If a residential unit is owned by a corporation, trust or other legal entity, then the record title owner(s) collectively shall designate in writing the natural person who will be the Licensee with respect to such residential unit, and such natural person must be either (i) the majority owner of such legal entity or corporation or designated a beneficiary of the trust, or (ii) a resident of the residential unit and occupying such unit as such person's primary residence. Any other person or owner of such legal entity who is not designated as a Licensee and who desires license privileges may use the Recreational Facilities as a Guest of the designated Licensee, subject to restrictions on Guests.

(c) Guests. Guests of Licensees may use the Recreational Facilities in accordance with all Rules and Regulations. Each Guest must be accompanied by the Licensee responsible for such Guest at all times while using the Recreational Facilities. A particular individual Guest may not use the Recreational Facilities more than ten (10) times during a calendar year. All Licensees are responsible for the conduct of their Guests and the payment of all fees and charges unpaid by their Guests. No Guest may access or use the Recreational Facilities until SCA has received an executed Use and Release Agreement by or on behalf of such Guest (or in the case of minors, such Use and Release Agreement from the parent or guardian of such minor).

4. **License Restrictions.** The License conferred herein upon the Licensee is at all times subject to the following terms, conditions, reservations and limitations:

(a) prior to the continued access or use of the Recreational Facilities, the Licensee shall provide to SCA, or its designated agent, the name(s) and address(es) for the Licensee(s), together with evidence of the advance payment of an access and use fee for each condominium unit in the Community owned or leased by a Licensee (the "**Access and Use Fee**") for each calendar month of access and use of the Recreational Facilities. The Access and Use Fee for the first year commencing upon the Commencement Date shall be Forty Dollars (\$40.00) per month for each condominium unit. A License shall entitle the Licensee, Licensee's Family Members, and Guests to use the Recreational Facilities, subject to the terms and conditions hereof and subject to the Rules and Regulations.

(b) the Licensee, Licensee's Family Members, and Guests shall at all times abide by the Rules and Regulations adopted by SCA and the Association, in its sole discretion, for the use of the Recreational Facilities, including the standard hours of operation (which may change from time to time without notice). The Association shall timely pay to SCA the Access and Use Fee in advance and every month on or before the 1<sup>st</sup> day of each month.

(c) the Licensee, Licensee's Family Members, and Guests shall have access only to the public areas of the Recreational Facilities and shall have no access to areas that are under control or being used by any third party (such as golf pros), or areas deemed "off limits" by SCA's manager engaged to manage the operation of the Recreational Facilities (the "**Manager**"); and

5. **Use of the Recreational Facilities.** Prior to being granted access to the Recreational Facilities, each Licensee, and any Family Member, or Guest, shall be required to execute the Use and Release Agreement, acknowledging and agreeing to the following:

(a) to use the Recreational Facilities for lawful purposes only and shall not conduct or participate in any unlawful activity in or around the Recreational Facilities. The conduct of any unlawful activity by the Licensee, Licensee's Family Members, or Guests that is reported to SCA, the Association or the Manager shall subject the Licensee to immediate termination of the License and the benefits, rights and privileges extended by this Agreement;

(b) not use fire, flame or pyrotechnics in or around the Recreational Facilities. Neither Licensee, nor Licensee's Family Members, or Guests shall bring to or use in or around the Recreational Facilities any decorative materials prohibited by any local or state ordinance or law, nor use any similar flammable or combustible materials in or around the Recreational Facilities;

(c) not injure, mark or deface in any manner the Recreational Facilities or any equipment, furniture or fixtures contained in or around the Recreational Facilities, and shall not cause anything to be done whereby the Recreational Facilities, or the furniture, fixtures or equipment therein, shall be in any manner injured, marred or defaced;

(d) not drive or permit to be driven nails, hooks, tacks or screws into any part of the Recreational Facilities, or the furniture, fixtures or equipment therein;

(e) not attach any signs or posters or paint or tape any glass or building or wall surface by any means, including duct tape or masking tape, nor post or place any advertising or other matter or media in or around the Recreational Facilities without the prior written approval of SCA

(f) not bring or permit to be brought or kept in or on the Recreational Facilities, any inflammable, combustible or explosive fluid, material, chemical or substance, or cause or permit any odors or cooking or other processes, or any unusual or other objectionable odors to permeate in or emanate from the Recreational Facilities; and

(g) not smoke in or about the Recreational Facilities or within twenty-five (25) feet of building entrances.

6. **Payment of Fees.**

(a) **Access and Use Fees.** The Association shall be responsible for the collection of Access and Use Fees from all Licensees within the Community. The Access and Use Fee for the Initial Term shall be Forty Dollars (\$40.00) per month for each residential unit and shall be collected as part of the Association's assessments and remitted to SCA each month.

(b) **Aggregate Remittance.** The Forty Dollars (\$40.00) per month per Licensee shall be multiplied by the total of condominium units in the Community, for a total monthly payment in advance to SCA in the amount of One Hundred Ninety-Eight Thousand and Seven Hundred Twenty and 00/100ths (\$198,720.00) for each calendar month of access and use of the Recreational Facilities during such first year after the Commencement Date ("**Monthly Payment**"). Commencing on each anniversary of the Commencement Date throughout the Initial Term, the Access and Use Fee (and subsequently, the Monthly Payment) shall increase by two percent (2%) from the prior year's Access and Use Fee.

(c) **Special Use Fees.** SCA and the Association shall have the right to establish from time to time, by resolution, rule or regulation, or by delegation to the Manager, specific charges, ticket, service and/or use fees and charges ("**Special Use Fees**"), for which one (1) or more Licensees (but less than all Licensees) are subject, such as costs of special services or facilities provided to a Licensee relating to the special use of the Recreational Facilities, use and/or rental of Optional Components and other rental facilities, parking fees or tickets for shows, special events, or performances held in the Recreational Facilities. Special Use Fees shall be payable at such time or time(s) as determined by SCA and the Association. Special Use Fees may be charged to Lessees and Guests for use of the golf course.

(d) **Non-Payment of Monthly Payment.** In the event the Association fails to timely remit the Monthly Payment to SCA, the Association shall have fourteen (14) days following receipt of written notice from SCA to cure the non-remittance. Subject to the cure period granted in the preceding sentence, in the event of an uncured non-remittance, SCA shall have the right to suspend use of the Recreational Facilities by the Licensees and the Association until such time as the Association remits the delinquent Monthly Payment to SCA, together with all rights and remedies available at law and in equity.

7. **Enforcement of Recreational Facilities Rules and Regulations.** SCA and the Association reserve the right to require the Licensee, Licensee's Family Members, and Guests to take reasonable protective measures when using the Recreational Facilities, as SCA and the Association may determine by rule necessary to ensure the preservation and protection of the Recreational Facilities and all improvements, furniture, fixtures and equipment therein. SCA and the Association further reserve the right to remove or cause to be removed from the Recreational Facilities any person or persons deemed obnoxious or objectionable by SCA and the Association, including without limitation, the reasonable belief that said person may be causing a disturbance in or around the Recreational Facilities or damage to the Recreational Facilities, including all improvements, furniture, fixtures and equipment therein.

8. **Damage to or Within the Recreational Facilities.** In the event there is any damage or alteration to the Recreational Facilities or any improvements, furniture, fixtures or equipment contained therein, which is caused by the Licensee or Guests, the Licensee shall promptly and unconditionally pay to SCA, on demand, such sums needed to fully restore the Recreational Facilities or any improvements, furniture, fixtures and equipment therein, or repair the damage, or replace altered or damaged portions, at the discretion of the Manager, and as approved by SCA. Such damages shall include incidentals caused by crowd damage as a result of failure to maintain order in or around the Recreational Facilities during use by the Licensee. Failure to pay any such sums within thirty (30) days of first demand shall be cause for suspension of the License or expulsion of the Licensee until such sums are paid in full.

9. **Personal Property.**

(a) Lost property or articles of the public discovered by the Licensee or Guests in the Recreational Facilities shall be turned over to SCA or the Association who shall thereafter have full custody of such property or articles.

(b) In the event that any personal property of the Licensee or Guests, including clubs and other organizations, is removed, disposed or altered by SCA or the Association pursuant to any provision of this Agreement, all costs of removal, disposal or storage shall be at the sole expense of the Licensee, and neither SCA nor the Association shall have any liability for damages or destruction of Licensee's property. Thirty (30) days prior to removing, disposing or altering personal property in accordance with the foregoing sentence, SCA or the Association, as applicable, shall attempt to contact the Licensee, Guest, club or other organization and give such Licensee, Guest, club or other organization the opportunity to collect their personal property.

10. **Agreement Suspension.** In the event impossibility or impracticability of performance is incurred by SCA (as reasonably determined by SCA) because the Recreational Facilities or a substantial part thereof is destroyed, damaged or rendered unfit for occupancy or the Recreational Facilities become "unavailable," then this Agreement shall be suspended and SCA shall return to the Association any advance payment of the Access and Use Fees (prorated daily), and upon such payment there shall be no further liability or obligation of either party under this Agreement, except for those obligations that survive this Agreement. The term "unavailable" means, as reasonably determined by SCA, any casualty affecting the use of the Recreational Facilities, destruction of the Recreational Facilities, natural disaster, strike, civil disorder, terrorist activities, curtailment of transportation facilities, health epidemic, Acts of God, war, government regulations or order (such as a declaration of a "High" or "Severe" risk of terrorist attack issued by the U.S. Department of Homeland Security) or any other comparable condition, making it inadvisable, illegal, impractical or impossible for SCA to perform its obligations hereunder.

11. **Term and Termination of this Agreement.** This Agreement shall commence on the \_\_\_\_ day of December, 2021 ("**Commencement Date**") and shall continue in effect for a term ending twenty-five (25) years thereafter (the "**Initial Term**"). This Agreement shall automatically renew for additional five (5) year terms, each commencing on the anniversary of the Commencement Date (each 5-year period after the Initial Term shall be referred to herein as a "**Term**"), unless both parties elect not to renew this Agreement and provide written notice of such election not to renew for an additional 5-year term at least ninety (90) days prior to expiration of the Initial Term or the then-current Term after the Initial Term.

12. **Activity Cards.** One (1) Activity Card shall be allocated to each Licensee with an "individual" License as provided by the Rules and Regulations and up to a maximum of two (2) Activity Cards shall be issued to a Licensee for use by Family Members.

13. **Rules and Regulations.**

(a) **Unrecorded Rules.** SCA and the Association have adopted Rules and Regulations pertaining to the Recreational Facilities attached hereto as **Exhibit B**, and said Rules and Regulations may be amended from time to time. Such Rules and Regulations may not be recorded; therefore, each Licensee and user of the Recreational Facilities should request a copy of unrecorded Rules and Regulations from SCA, the Association or the Manager and become familiar with the same.

(b) **Waiver of Rules and Regulations.** SCA may waive the application of any Rules and Regulations to one or more Licensees of Guests in SCA's discretion. A waiver may be revoked at any time upon written notice to affected Licensees, Family Members and Guests.

(c) **Violation of the Rules and Regulations.** The license privileges rights of a Licensee may be suspended by SCA and the Association if: (i) the Licensee violates one or more of the Rules and Regulations or any term of the Use and Release Agreement; (ii) a Guest or other natural person for whom a Licensee is responsible violates one or more of the Rules and Regulations; (iii) a Licensee fails to pay Access and Use Fees to the Association or any other assessment owed to the Association, in a proper and timely manner; or (iv) a Licensee or Guest has injured, harmed or threatened to injure or harm any natural person, including SCA staff members and affiliates, within the Recreational Facilities, or harmed, destroyed or stolen any personal property within the Recreational Facilities, whether belonging to a Licensee, third party, the Association or to SCA. SCA and the Association may restrict or suspend, for cause or causes described in the preceding sentence, any Licensee's privileges to use any or all of the Recreational

Facilities. By way of example, and not as a limitation, SCA and the Association may suspend the license privileges if such Licensee or the unit owner fails to pay assessments due in connection with a leased residential unit. In addition, SCA and the Association may suspend some privileges while allowing a Licensee to continue to exercise other license privileges. No Licensee or other user whose privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund or abatement of Access and Use Fees or any other fees. Under no circumstance will a Licensee be reinstated until all assessments and other amounts due are paid in full to the Association and received by SCA from the Association.

14. **Destruction**. In the event of the damage by partial or total destruction by fire, windstorm, hurricane, Act of God, flood or any other casualty for which insurance shall be payable, any insurance proceeds shall be paid to SCA. If SCA elects to reconstruct the Recreational Facilities, the insurance proceeds shall be available for the purpose of reconstruction or repair of the Recreational Facilities. The reconstruction or repair, when completed, shall, to the extent legally possible, restore the Recreational Facilities substantially to the condition in which they existed before the damage or destruction took place. After all reconstruction or repairs have been made, if there are any insurance proceeds left over, then and in that event, the excess shall be the sole property of SCA.

15. **Parkway**. Upon the Commencement Date of this Agreement, the Association hereby agrees that 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**") shall have no further obligations to the Association regarding the provision of Recreational Facilities and Recreational Property to the Association.

16. **Miscellaneous**.

(a) This Agreement may not be changed, amended or modified in any respect whatsoever, nor may any covenant, agreement, condition, requirement, provision or obligation contained herein be waived, except in writing signed by SCA and the Association.

(b) 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 16 shall survive Termination of this Agreement.

(c) This Agreement and the interpretation and enforcement thereof shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising out of this Agreement shall be Pinellas County, Florida.

(d) The paragraph headings herein contained are inserted for convenience of reference only and shall not be deemed to be a part of this Agreement; the paragraph headings shall be ignored in construing and interpreting this Agreement.

(e) This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or the application thereof, to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the maximum extent possible.

(f) This Agreement shall be subject to the Opportunity to Purchase Agreement entered into between the Parties, and this Agreement may not be assigned by any party without the other party's prior written consent.

(g) Any notice required to be sent to any party under this Agreement shall be deemed to have been properly sent when mailed, postpaid, hand delivered, telefaxed, or delivered by professional carrier or overnight delivery to the last known address at the time of such mailing.

(h) Timely payment of the sums due and performance of the other obligations hereunder, at the times stated, shall be of the essence.

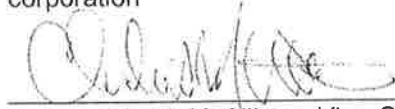
[SIGNATURES APPEAR ON FOLLOWING PAGE]



**IN WITNESS WHEREOF**, the undersigned has hereunto executed this Agreement on the date set forth below.

**"ASSOCIATION"**

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



Chuck McAllister, Vice-Chairman

Date: 12/17/21

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the undersigned has hereunto executed this Agreement on the date set forth below.

**"SCA"**

**SCA PINELLAS AMENITIES, LLC**, a Florida limited liability company

By: **SCA PINELLAS HOLDINGS, LLC**,  
a Florida limited liability company, its sole member

By: **SIDNEY COLLEN & ASSOCIATES, LTD.**, a Florida limited partnership, its sole member

By: **SCA INVESTMENTS, INC.**, a Florida corporation, its General Partner

By:   
Kenneth D. Colen, President

Date: December 17, 2021

**JOINDER AND CONSENT OF  
PARKWAY MAINTENANCE & MANAGEMENT, L.L.C.**

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**") hereby joins in, consents to and agrees to Section 15 of the Recreational Use and License Agreement ("**Agreement**"), which joinder and consent is limited to only Section 15 of the Agreement.

IN WITNESS WHEREOF, Parkway has caused this Joinder and Consent to be executed by its duly authorized representative as of the Commencement Date (as such term is defined in the Agreement).

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

  
Kenneth D. Colen, Manager

"EXHIBIT A"

RECREATIONAL PROPERTY

SKETCH OF DESCRIPTION  
SECTION 31, TOWNSHIP 28 SOUTH, RANGE 16 EAST  
SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST  
PINELLAS COUNTY, FLORIDA

**DESCRIPTION:**

THE FOLLOWING DESCRIBED LANDS LYING IN SECTION 31, TOWNSHIP 28 SOUTH, RANGE 16 EAST, AND SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

A PORTION OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SAID SECTION 31; THENCE N.00°33'06"W., 1329.74 FEET TO THE PROJECTION OF THE NORTHERLY BOUNDARY OF ON TOP OF THE WORLD CONDOMINIUM UNIT 59 AS RECORDED IN CONDOMINIUM BOOK 51, PAGE 11 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE PROJECT AND THE NORTHERLY BOUNDARY OF SAID ON TOP OF THE WORLD CONDOMINIUM UNIT 59 THE FOLLOWING TWO (2) COURSES: (1.) N.89°59'25"E., 1088.68 FEET A THE NORTHEASTERLY CORNER OF SAID ON TOP OF THE WORLD CONDOMINIUM UNIT 59 AND THE POINT OF BEGINNING; (2.) THENCE N.89°59'25"E., 272.39 FEET; THENCE DEPARTING SAID NORTHERLY BOUNDARY, S.00°09'30"W., 146.40 FEET; THENCE N.36°57'41"W., 7.77 FEET; THENCE N.75°31'39"W., 59.55 FEET; THENCE S.84°27'24"W., 44.44 FEET; THENCE N.71°47'16"W., 77.48 FEET; THENCE N.55°03'52"W., 48.49 FEET; THENCE N.66°10'06"W., 40.40 FEET; THENCE S.55°57'58"W., 58.23 FEET TO THE EASTERLY BOUNDARY LINE OF THE AFOREMENTIONED ON TOP OF THE WORLD CONDOMINIUM UNIT 59; THENCE ALONG SAID EASTERLY BOUNDARY LINE, N.19°26'54"E., 99.52 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.71 ACRES, MORE OR LESS.

CONTINUE NEXT PAGE....

**NOTES:**

1. DATE OF SKETCH: SEPTEMBER 30, 2020.
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
4. PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
5. BEARINGS SHOWN HEREON BASED ON FLORIDA WEST GRID NAD-83, (1990 ADJUSTMENT).
6. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

\*\*NOTE: THIS IS NOT A SURVEY\*\*

SHEET 1 OF 6

ONE IS NOT COMPLETE  
WITHOUT THE OTHER

**LEGEND:**

- LINE BREAK  
LS LAND SURVEYOR  
LB LICENSED BUSINESS  
NO. NUMBER  
R RADIUS  
Δ DELTA (CENTRAL ANGLE)  
CB CHORD BEARING  
CH CHORD DISTANCE  
○ CHANGE IN DIRECTION  
— OVERALL BOUNDARY  
OF DESCRIBED AREA  
▨ DESCRIBED AREA  
▨ LESS AND EXCEPT  
NOT INCLUDED

**SURVEYOR'S CERTIFICATION:**

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553  
OF JCH CONSULTING GROUP, INC.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



**JCH**  
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LAND DEVELOPMENT, SURVEYING & MAPPING  
PLANNING, ENVIRONMENTAL, GIS  
CERTIFICATE OF AUTHORIZATION NO. 12521 - CHRISTOPHER J. HOWSON, P.S.M., C.F.M.  
2020 SEPTEMBER 30, 2020  
PHONE: 312.985.4452 FAX: 312.985.4453 www.JCH.com

DRAWN:	C.J.H.	J.O.# 190352
REVISED:		DWG.# 190352SK
CHECKED:	C.J.H.	SHEET 1 OF 6
APPROVED:	C.J.H.	EXHIBIT A - RECREATIONAL USE AND LICENSE AGREEMENT
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# "EXHIBIT A"

## RECREATIONAL PROPERTY

### SKETCH OF DESCRIPTION

SECTION 31, TOWNSHIP 28 SOUTH, RANGE 16 EAST  
SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST  
PINELLAS COUNTY, FLORIDA

#### DESCRIPTION:

CONTINUE FROM PREVIOUS PAGE...

#### PARCEL 2

A PORTION OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 OF SAID SECTION 31; THENCE N.00°29'10"W., 2309.35 FEET; THENCE S.89°44'17"E., 1223.71 FEET TO THE POINT OF BEGINNING; THENCE N.26°02'51"E., 269.36 FEET TO A POINT ON THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE ALONG SAID WEST BOUNDARY, S.00°13'31"E., 242.55 FEET; THENCE DEPARTING SAID WEST BOUNDARY, N.89°44'17"W., 119.23 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.33 ACRES, MORE OR LESS.

#### PARCEL 3

A PARCEL OF LAND IN SECTION 31, TOWNSHIP 28S., RANGE 16 E, PINELLAS COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: FROM THE CENTER OF SECTION 31, TOWNSHIP 28S., RANGE 16E., RUN S. 0° 32' 38"E., 364.78 FEET FOR A POINT OF BEGINNING; RUN THENCE S. 89°47'45"E., 1,342.83 FEET; THENCE S. 0° 15' 50"E., 400 FEET; THENCE N. 89° 47' 45"W., 1,572.87 FEET; THENCE S. 44°49' 50"W., 400 FEET; THENCE S. 0° 32'38"E., 610 FEET; THENCE N. 89° 47' 45"W., 400 FEET; THENCE N. 0° 32' 38"W., 790 FEET; THENCE N. 44° 49' 50"E., 709.11 FEET; THENCE S. 89° 47' 45"E., 411.98 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT PARCEL 3A, 3B AND 3C FROM THE FOLLOWING DESCRIBED LANDS FROM PARCEL 3:

#### PARCEL 3A:

A PORTION OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 OF SAID SECTION 31; THENCE N.00°29'10"W., 2309.34 FEET; THENCE N.89°44'17"W., 190.18 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 580.00 FEET, A CENTRAL ANGLE OF 17°21'19", AND A CHORD BEARING AND DISTANCE OF S.78°31'06"W., 175.01 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 175.69 FEET TO THE END OF SAID CURVE; THENCE S.85°23'57"W., 93.79 FEET; THENCE N.44°53'18"E., 61.22 FEET; THENCE S.89°44'17"E., 221.80 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.15 ACRES, MORE OR LESS.

AND

#### PARCEL 3B

A PORTION OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 OF SAID SECTION 31; THENCE N.00°29'10"W., 1160.99 FEET; THENCE S.89°30'50"W., 479.03 FEET TO THE POINT OF BEGINNING; THENCE N.89°51'29"W., 53.60 FEET; THENCE N.00°05'49"E., 82.23 FEET; THENCE N.89°56'36"W., 9.10 FEET; THENCE N.00°16'37"W., 91.68 FEET; THENCE N.88°35'42"E., 72.49 FEET; THENCE S.04°21'30"W., 93.87 FEET; THENCE S.89°56'36"E., 86.62 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 217.70 FEET, A CENTRAL ANGLE OF 32°18'29", AND A CHORD BEARING AND DISTANCE OF S.47°15'19"W., 121.14 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 122.76 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.32 ACRES, MORE OR LESS.

AND

#### PARCEL 3C

A PORTION OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 OF SAID SECTION 31; THENCE N.00°29'10"W., 941.55 FEET; THENCE S.89°30'50"W., 532.13 FEET TO THE POINT OF BEGINNING; THENCE N.89°47'17"W., 147.52 FEET; THENCE N.00°00'00"E., 122.52 FEET; THENCE N.82°17'38"E., 36.28 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 48°36'53", AND A CHORD BEARING AND DISTANCE OF N.89°15'06"E., 90.56 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 93.33 FEET TO THE END OF SAID CURVE; THENCE S.84°07'09"E., 21.12 FEET; THENCE S.00°00'00"E., 126.95 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.45 ACRES, MORE OR LESS.

\*\*NOTE: THIS IS NOT A SURVEY\*\*

SHEET 2 OF 6

CONTINUE NEXT PAGE...

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REVISED:		DWG.# 190352SK
CHECKED:	C.J.H.	SHEET 2 OF 6
APPROVED:	C.J.H.	EXHIBIT A - RECREATIONAL USE AND LICENSE AGREEMENT

# "EXHIBIT A"

## RECREATIONAL PROPERTY

### SKETCH OF DESCRIPTION SECTION 31, TOWNSHIP 28 SOUTH, RANGE 16 EAST SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST PINELLAS COUNTY, FLORIDA

#### DESCRIPTION:

CONTINUE FROM PREVIOUS PAGE...

#### PARCEL 4

A PORTION OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 OF SAID SECTION 31; THENCE N.00°29'10"W., 2271.71 FEET; THENCE S.89°30'50"W., 455.52 FEET; THENCE S.44°53'18"W., 73.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.44°53'18"W., 574.71 FEET; THENCE N.18°53'44"W., 25.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 84°45'47", AND A CHORD BEARING AND DISTANCE OF N.46°02'34"E., 74.15 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 81.37 FEET TO THE END OF SAID; THENCE N.43°09'10"E., 159.77 FEET; THENCE N.45°58'38"E., 276.97 FEET; THENCE N.66°42'37"E., 56.70 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.28 ACRES, MORE OR LESS.

#### PARCEL 5

A PORTION OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 OF SAID SECTION 31; THENCE N.00°29'10"W., 1238.76 FEET; THENCE N.89°56'36"W., 483.00 FEET TO THE POINT OF BEGINNING; THENCE N.89°56'36"W., 32.20 FEET TO THE EASTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3093, PAGE 217 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY AND NORTHERLY BOUNDARY THE FOLLOWING THREE (3) COURSES, (1.) N.00°32'00"W., 385.16 FEET; (2.) THENCE N.44°50'28"E., 400.00 FEET; (3.) THENCE S.89°47'07"E., 203.61 FEET TO THE NORTHWEST CORNER OF ON TOP OF THE WORLD CONDOMINIUM UNIT 34 AS RECORDED IN CONDOMINIUM BOOK 17, PAGE 92 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG THE WEST BOUNDARY OF SAID ON TOP OF THE WORLD CONDOMINIUM UNIT 34, S.00°12'53"W., 76.08 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S.89°59'28"W., 72.40 FEET; THENCE S.22°53'04"W., 29.37 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 143.87 FEET, A CENTRAL ANGLE OF 16°48'28", AND A CHORD BEARING AND DISTANCE OF N.83°10'43"W., 42.05 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 42.20 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 118.75 FEET, A CENTRAL ANGLE OF 70°59'31", AND A CHORD BEARING AND DISTANCE OF S.70°14'37"W., 137.90 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 147.13 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 121.26 FEET, A CENTRAL ANGLE OF 27°26'14", AND A CHORD BEARING AND DISTANCE OF S.21°57'04"W., 57.51 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 58.07 FEET TO THE END OF SAID CURVE; THENCE N.72°15'33"W., 23.96 FEET; THENCE S.00°21'00"E., 4.84 FEET; THENCE S.35°15'56"W., 37.61 FEET; THENCE S.00°11'48"W., 24.80 FEET; THENCE S.76°14'22"W., 96.19 FEET TO THE NORTHERLY BOUNDARY OF ON TOP OF THE WORLD CONDOMINIUM UNIT 35 AS RECORDED IN CONDOMINIUM BOOK 20, PAGE 65 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY, WESTERLY AND SOUTHERLY BOUNDARY OF SAID ON TOP OF THE WORLD CONDOMINIUM UNIT 35 THE FOLLOWING TWO (2) COURSES, (1.) S.00°12'53"W., 245.39 FEET; (2.) THENCE S.89°47'07"E., 116.91 FEET TO THE WESTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4078, PAGE 716 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 63°47'04", AND A CHORD BEARING AND DISTANCE OF S.45°29'19"W., 211.33 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID WESTERLY BOUNDARY, A DISTANCE OF 222.65 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 1.61 ACRES, MORE OR LESS.

CONTINUE NEXT PAGE...

"\*NOTE: THIS IS NOT A SURVEY"

SHEET 3 OF 6

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APPROVED:	C.J.H.	EXHIBIT A - RECREATIONAL USE AND LICENSE AGREEMENT

# "EXHIBIT A"

## RECREATIONAL PROPERTY

### SKETCH OF DESCRIPTION SECTION 31, TOWNSHIP 28 SOUTH, RANGE 16 EAST SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST PINELLAS COUNTY, FLORIDA

#### DESCRIPTION:

CONTINUE FROM PREVIOUS PAGE...

#### PARCEL 6

A PORTION OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF ON TOP OF THE WORLD CONDOMINIUM UNIT 60 AS PER CONDOMINIUM BOOK 55, PAGE 86 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE EASTERLY BOUNDARY OF SAID UNIT 60, S.00°07'32"W., A DISTANCE OF 20.18 FEET TO THE POINT OF BEGINNING. THENCE DEPARTING SAID EASTERLY BOUNDARY, S.89°55'12"E., 227.11 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 30°48'29", AND A CHORD BEARING AND DISTANCE OF S.74°30'58"E., 37.19 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 37.64 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 120°48'29", AND A CHORD BEARING AND DISTANCE OF N.60°29'02"E., 60.87 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 73.80 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF UNIT 69 OF ON TOP OF THE WORLD CONDOMINIUM UNIT 69 AS PER CONDOMINIUM BOOK 96, PAGE 31 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND THE END OF SAID CURVE; THENCE ALONG SAID SOUTHERLY BOUNDARY OF UNIT 69, S.89°55'12"E., 14.00 FEET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY OF UNIT 69, S.00°02'12"E., 455.95 FEET; THENCE N.61°26'28"W., 23.70 FEET; THENCE S.57°17'29"W., 15.44 FEET; THENCE S.30°17'42"W., 20.58 FEET; THENCE S.89°55'16"W., 152.02 FEET; THENCE N.30°52'57"E., 23.47 FEET; THENCE S.84°45'38"W., 28.34 FEET; THENCE N.67°35'16"W., 15.86 FEET; THENCE N.52°36'06"W., 91.35 FEET; THENCE N.89°06'01"W., 7.34 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 135°07'42", AND A CHORD BEARING AND DISTANCE OF S.23°20'08"W., 18.49 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 23.58 FEET TO A POINT OF TANGENCY; THENCE S.44°13'43"E., 14.99 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 426.20 FEET, A CENTRAL ANGLE OF 03°48'33", AND A CHORD BEARING AND DISTANCE OF N.74°05'19"W., 28.33 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 28.33 FEET TO A POINT ON THE AFORESAID EASTERLY BOUNDARY OF UNIT 60, AND THE END OF SAID; THENCE N.00°07'32"E., 391.98 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 3.25 ACRES, MORE OR LESS.

#### PARCEL 7

A PORTION OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 OF SAID SECTION 31; THENCE N.00°29'10"W., 941.55 FEET; THENCE S.89°29'12"W., 512.19 FEET TO THE POINT OF BEGINNING; THENCE S.00°02'30"E., 88.25 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 30.36 FEET, A CENTRAL ANGLE OF 88°09'39", AND A CHORD BEARING AND DISTANCE OF S.45°50'06"W., 42.25 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 46.72 FEET TO THE END OF SAID CURVE; THENCE N.89°59'37"W., 93.43 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 23°02'56", AND A CHORD BEARING AND DISTANCE OF S.78°28'55"W., 199.79 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 201.14 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 82°56'47", AND A CHORD BEARING AND DISTANCE OF N.71°34'10"W., 39.74 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 43.43 FEET TO A POINT OF TANGENCY; THENCE N.30°05'46"W., 32.99 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 29°35'08", AND A CHORD BEARING AND DISTANCE OF N.15°18'12"W., 140.43 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 142.00 FEET TO A POINT OF TANGENCY; THENCE N.00°30'38"W., 60.90 FEET; THENCE N.86°46'43"E., 32.30 FEET; THENCE N.73°34'18"E., 141.02 FEET; THENCE N.88°49'22"E., 76.33 FEET; THENCE S.00°00'00"E., 122.52 FEET; THENCE S.89°47'17"E., 167.46 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 1.75 ACRES, MORE OR LESS.

CONTINUE NEXT PAGE...

\*\*NOTE: THIS IS NOT A SURVEY\*\*

SHEET 4 OF 6  
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REVISED:		DWG.# 190352SK
CHECKED:	C.J.H.	SHEET 4 OF 6
APPROVED:	C.J.H.	EXHIBIT A - RECREATIONAL USE AND LICENSE AGREEMENT

# "EXHIBIT A"

## RECREATIONAL PROPERTY

SKETCH OF DESCRIPTION  
SECTION 31, TOWNSHIP 28 SOUTH, RANGE 16 EAST  
SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST  
PINELLAS COUNTY, FLORIDA

### DESCRIPTION:

CONTINUE FROM PREVIOUS PAGE...

### PARCEL 8

A PARCEL OF LAND IN SECTION 6, TOWNSHIP 29S., RANGE 16E., PINELLAS COUNTY, FLORIDA DESCRIBED AS FOLLOWS: FROM THE NORTH  $\frac{1}{4}$  CORNER OF SECTION 6, TOWNSHIP 29S., RANGE 16E., AS A POINT OF BEGINNING, RUN S.89°46'13"E., 181.77 FEET; THENCE S.1°13'47"W., 387.90 FEET; THENCE S.38°44'22"W., 393.78 FEET; THENCE 547.45 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 1559.63 FEET, CHORD N.11°39'33"W., 544.65 FEET; THENCE N.1°13'47"E., 162.20 FEET; THENCE N.89°58'07"E., 179.57 FEET TO THE POINT OF BEGINNING. CONTAINING 4.38 ACRES, MORE OR LESS.

AND

A PARCEL OF LAND IN SECTION 6, TOWNSHIP 29S., RANGE 16E., PINELLAS COUNTY, FLORIDA DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTH  $\frac{1}{4}$  CORNER OF SAID SECTION 6, RUN S.89°46'13"E. 181.77 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S.89°46'13"E., 22.42 FEET; THENCE S.0°01'53"E., 5.0 FEET; THENCE S.89°46'13"E., 297.41 FEET; THENCE S.1°13'47"W., 452 FEET; THENCE N.89°46'13"W., 373.72 FEET; THENCE N.38°44'22"E., 88.31 FEET; THENCE N.1°13'47"E., 387.90 FEET TO THE POINT OF BEGINNING. CONTAINING 3.364 ACRES, MORE OR LESS.

LESS AND EXCEPT PARCEL 8A FROM THE FOLLOWING DESCRIBED LANDS FROM PARCEL 8:

### PARCEL "8A"

A PORTION OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4019, PAGE 1077 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH  $\frac{1}{4}$  OF SAID SECTION 6, THENCE S.89°46'13"E., 181.77 TO THE POINT OF BEGINNING; THENCE ALONG THE NORTH, EAST, AND SOUTH BOUNDARY LINE OF SAID DESCRIBED LANDS THE FOLLOWING FIVE (5) COURSES: 1.) S.89°46'13" E., 22.42 FEET; 2.) THENCE S.00°01'53" E., 5.00 FEET; 3.) THENCE S.89°46'13" E., 297.41 FEET; 4.) THENCE S.01°13'47" W., 452.00 FEET; 5.) THENCE N.89°46'13" W., 325.17 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 60°04'43", AND A CHORD BEARING AND DISTANCE OF N.59°21'17" E., 60.07 FEET; THENCE DEPARTING SAID NORTH, EAST AND SOUTH BOUNDARY LINE, NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 62.91 FEET TO THE END OF SAID CURVE; THENCE S.89°40'46" E., 216.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 80°21'08", AND A CHORD BEARING AND DISTANCE OF N.51°55'02" E., 38.71 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 42.07 FEET TO THE END OF SAID CURVE; THENCE N.05°03'30" E., 17.49 FEET; THENCE N.01°49'44" E., 116.25 FEET; THENCE N.01°04'12" E., 187.98 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 84°45'39", AND A CHORD BEARING AND DISTANCE OF N.47°44'29" W., 67.40 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 73.97 FEET TO THE END OF SAID CURVE; THENCE N.89°18'11" W., 129.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 22°48'29", AND A CHORD BEARING AND DISTANCE OF N.76°36'08" W., 79.09 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 79.62 FEET TO THE END OF SAID CURVE; THENCE N.64°58'50" W., 39.71 FEET TO THE POINT OF BEGINNING SAID LANDS CONTAINING 0.66 ACRES, MORE OR LESS.

\*\*NOTE: THIS IS NOT A SURVEY\*\*

SHEET 5 OF 6

ONE IS NOT COMPLETE  
WITHOUT THE OTHER



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CONSULTING GROUP, INC.

LAND DEVELOPMENT, SURVEYING & MAPPING  
PLANNING, ENVIRONMENTAL, & GIS  
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DRAWN:	C.J.H.	J.O.# 190352
REVISED:		DWG.# 190352SK
CHECKED:	C.J.H.	SHEET 5 OF 6
APPROVED:	C.J.H.	EXHIBIT A - RECREATIONAL USE AND LICENSE AGREEMENT

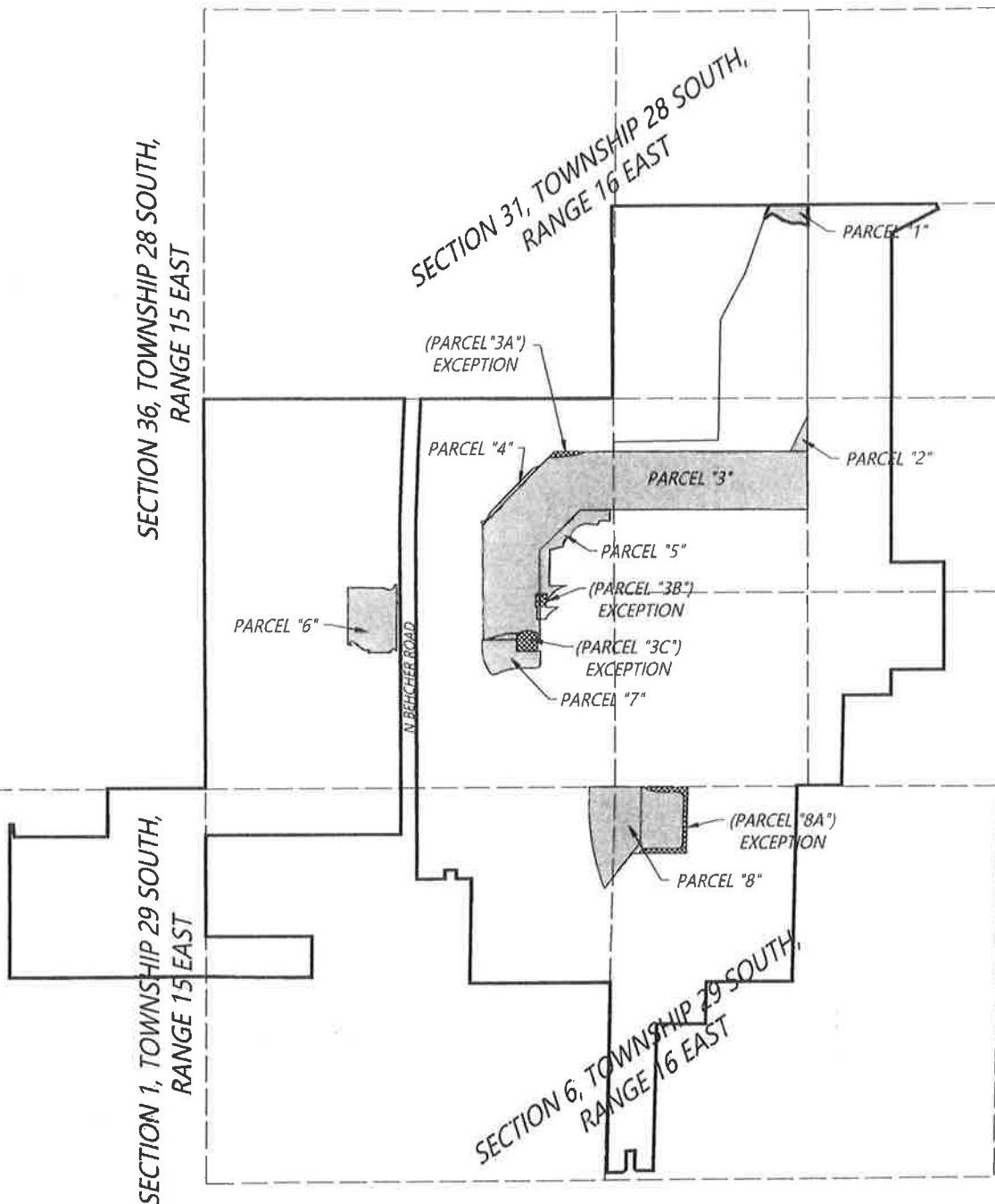


# "EXHIBIT A"

## RECREATIONAL PROPERTY

SKETCH OF DESCRIPTION  
SECTION 31, TOWNSHIP 28 SOUTH, RANGE 16 EAST  
SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST  
PINELLAS COUNTY, FLORIDA

\*\*NOTE: THIS  
IS NOT A  
SURVEY\*\*  
SHEET 6 OF 6  
ONE IS NOT  
COMPLETE  
WITHOUT  
THE OTHER



**JCH**

CONSULTING GROUP, INC.  
LAND DEVELOPMENT SURVEYING & MAPPING  
PLANNING, ENVIRONMENTAL, G.I.S.

CERTIFIED PROFESSIONAL SURVEYOR - CIVIL ENGINEER (FLORIDA) PINELLAS COUNTY, FLORIDA  
10300 13TH STREET, SUITE 100, PINELLAS COUNTY, FLORIDA 34647  
PHONE: (813) 405-1482 FAX: (888) 272-6301 www.JCH.com

DRAWN:	C.J.H.	J.O.# 190352
REVISED:		DWG.# 190352SK
CHECKED:	C.J.H.	SHEET 6 OF 6
APPROVED:	C.J.H.	EXHIBIT A - RECREATIONAL USE AND LICENSE AGREEMENT
SCALE: 1" = 900'		

# SCA FACILITIES RULES AND REGULATIONS

Updated and Effective: June 17, 2022

# Hours of Operation

<b>East and West Activity Centers and Outdoor Amenities</b> <b>The Dog Park Hours Are From Dawn to Dusk Daily</b>	
Monday – Saturday	7:00 AM – 10:00 PM
Sunday and Holidays	9:00 AM – 9:00 PM
<b>Swimming Pools</b>	
Monday – Saturday	8:00 AM – 8:00 PM (May – September)
Sunday and Holidays	9:00 AM – 8:00 PM (May – September)
Monday – Saturday	8:00 AM – 6:30 PM (October – April)
Sunday and Holidays	9:00 AM – 6:30 PM (October – April)
<b>Spa</b>	
Tuesday – Sunday	9:00 AM – 8:00 PM
Monday	Closed for cleaning
<b>Fitness Center</b>	
Monday – Saturday	7:00 AM – 9:00 PM
Sunday and Holidays	9:00 AM – 8:00 PM
Monday & Thursday	12:30 PM – 2:30 PM Closed for cleaning

## GENERAL RULES

### USE OF SCA FACILITIES

Recreational and amenity facilities owned by Sidney Colen and Associates, LTD ("**SCA**") are hereby referred to as "**SCA Facilities**," which include the recreation centers, pools, fitness centers, tennis courts, hobby shops and other amenities owned by SCA. The SCA Facilities are for the exclusive use of On Top of the World-Clearwater ("**OTOW-Clearwater**") unit owners with a valid activity card, approved tenants with a valid activity card, and guests of OTOW-Clearwater unit owners and approved tenants with valid activity cards who are present with such guests. Use of the SCA Facilities is at the user's own risk. Certain portions of the SCA Facilities may be reserved by OTOW-Clearwater unit owners and approved tenants for club meetings, special functions or other occasions through the Community Service Office or the Activity Office, both located at 2069 World Parkway Blvd. E. (East Activity Center) subject to the terms and conditions hereof and any reservation agreement required by SCA. Exclusive use of the SCA Facilities is not permitted, and access by other residents to the SCA Facilities will be permitted during such functions. Use of the SCA Facilities by or for non-residents is not permitted, except in areas where guests are permitted and so long as such guest is accompanied by an OTOW-Clearwater unit owner or approved tenant with a valid activity card. A particular individual guest may not use the SCA Facilities more than ten (10) times during a calendar year. Only SCA, SCA Staff and any other party expressly designated by SCA in writing may enforce these Rules.

Under no circumstances may furniture or equipment be removed from any portion of the SCA Facilities without prior written approval from SCA or staff of SCA ("**SCA Staff**"). Items may not be placed on or removed from the facility walls without prior written approval from SCA Facilities Manager or designated staff.

Under no circumstances may furniture or lawn furniture be brought to any portion of the SCA Facilities without prior written approval from SCA Facilities Manager or designated staff, which approval may be withheld at SCA's sole and absolute discretion.

Storage cabinets, boxes and other club items may not be stored in the SCA Facilities without written approval from SCA Facilities Manager or designated staff.

It is the duty of whoever uses the SCA Facilities to clear away all rubbish and leave the room or rooms in a clean and tidy condition.

Any damages to the SCA Facilities must be reported to management immediately or the morning of the next business day. If any such damage is due to the actions of a resident or their guest, repairs will be billed to the resident.

The facilities will be **closed** on the following national holidays: Fourth of July, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. The facilities will operate with a reduced schedule on all other holidays as determined in SCA's sole discretion. See the Hours of Operation for more information.

Prior to being granted access to the SCA Facilities, each user must receive, review, and sign the SCA Facility Rules and Regulations and when applicable, the SCA Release, Waiver and Hold Harmless Agreement (available at [otowclearwaterinfo.com](http://otowclearwaterinfo.com) or at the Community Service Office), acknowledging and agreeing to use due care in and around the SCA Facilities as well as when participating in any activities in and around the SCA Facilities.

USE OF THE SCA FACILITIES IS SUBJECT TO ALL TERMS AND CONDITIONS OF THE USE AND LICENSE AGREEMENT BY AND BETWEEN SCA AND THE ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION.

### **ACTIVITY CARDS**

A government-issued photo ID, such as a driver's license or passport, and a current piece of mail indicating your name and On Top of the World property address is required when receiving a new card or when renewing your existing card. To renew your Activity Card there is a nominal fee as listed in the Schedule of Fees contained in the most recent Amended and Restated Rules of the On Top of the World Condominium Association, Inc. (subject to change from time to time in SCA's reasonable discretion). A SCA Release, Waiver and Hold Harmless Agreement, available at [otowclearwaterinfo.com](http://otowclearwaterinfo.com) or at the Community Service Office, is required prior to obtaining an Activity Card. If your card is lost or stolen there is a nominal replacement fee as listed in the Schedule of Fees contained in the most recent Amended and Restated Rules of the On Top of the World Condominium Association, Inc. (subject to change from time to time in SCA's reasonable discretion). There is a maximum of two (2) activity cards per unit. Activity cards shall be returned upon the lease or sale of a unit or upon card expiration.

### **ACCESS CARDS**

SCA reserves the right to have an access control system installed at each entry point into SCA Facilities. Licensees who intend to use the SCA Facilities may obtain an access card from the Community Service Office by completing a SCA Release, Waiver and Hold Harmless Agreement, available at [otowclearwaterinfo.com](http://otowclearwaterinfo.com) or at the Community Service Office, and paying a nominal fee as listed in the Schedule of Fees contained in the most recent Amended and Restated Rules of the On Top of the World Condominium Association, Inc. (subject to change from time to time in SCA's reasonable discretion) for each access card. An Activity Card is required prior to obtaining an Access Card. There is a limit of two (2) access cards per Unit. Access cards shall be returned to the Community Service Office upon sale or vacating of a unit. Hole punching a card will render it inoperable. Replacement cards are a nominal fee as listed in the Schedule of Fees contained in the most recent Amended and Restated Rules of the On Top of the World Condominium Association, Inc. (subject to change from time to time in SCA's reasonable discretion) per damaged, lost or stolen card.

### **VIOLATIONS**

SCA may fine users or may suspend the privileges of any OTOW-Clearwater unit owner, tenants, their guests or any other user to use the SCA Facilities in the event such OTOW-Clearwater unit owner, tenant or other user violates any of these Rules or in the event any OTOW-Clearwater unit owner, tenant or other user has injured, harmed or threatened to injure or harm any natural person within the SCA Facilities, or harmed, destroyed or stolen any personal property within the SCA Facilities, whether belonging to such user, a third party or to SCA. SCA may restrict or suspend, for cause or causes described in the preceding sentence, any user's privileges to use any or all of the SCA Facilities. By way of example, and not as a limitation, SCA may suspend the privileges of a tenant if such tenant's guest violates any of these Rules. In addition, SCA may suspend some privileges while allowing a user to continue to exercise other privileges. All OTOW-Clearwater unit owners and tenants are responsible for all fines incurred and any damage caused by such user or its guests.

### **GENERAL CONDUCT**

SCA reserves the right to order off the premises any individual who displays disruptive conduct or interferes with use of the SCA Facilities by others, including, but not limited to, conduct that causes excessive or obnoxious noise; offensive or abusive language, behavior or acts; noxious, toxic or corrosive fumes or gases; obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; or

vibration. SCA, in its sole opinion shall determine what is considered to be unacceptable behavior. If necessary, SCA Staff may contact local law enforcement to assist and SCA reserves the right to evict trespassers.

In no event shall individuals feed the wildlife.

## **RULES AND GUIDELINES FOR HOSTING AN EVENT AT ANY SCA FACILITIES**

The following policies and procedures apply to all events and activities held at any SCA Facilities. The terms and conditions of each event reservation may vary in SCA's sole and absolute discretion, and the specific terms and agreement for reservation with SCA shall be governed by the Facility Request Form entered into by the Unit Owner, which supersedes all other statements.

### **FACILITY REQUEST FORM**

Facility Request Forms may be found at the East Activity Center Community Service Office and the Activity Office. As a condition to reserving any portion of the SCA Facilities, OTOW-Clearwater unit owners with a valid activity card or approved tenants with a valid activity card must complete and submit the proper Facility Request Form online or at the Activity Office. A copy of the approved forms will be retained by the Community Service Office or the Activity Office. Should a reservation change need to be made, the resident must be able to provide a copy of the approved forms if requested by SCA Staff. Decorations may not be glued, tacked, taped or mounted onto walls, railings, floors or any other surface, outside or inside the facilities without prior approval from the SCA Facilities Manager or designated staff. Centerpieces and balloons are permitted.

No reservations may be made for any outside organizations including but not limited to charities or persons, or for commercial or for-profit purposes. Events may **not** be promoted or advertised to the general public, outside the On Top of the World community. No organized religious or worship services are allowed within SCA Facilities, and the SCA Facilities are for social and recreational purposes only. For example, a religious worship service shall not be held within the SCA Facilities, however, a religious or faith based club may host a social bible study or holiday party.

Any person using any portion of the SCA Facilities shall be solely responsible for the care and cleaning of such area. All furnishings, fixtures and equipment shall be used only for its intended purpose and shall not be moved from room to room except as authorized by SCA Facilities Manager or designated staff. In the event of loss or damage to the furnishings, fixtures or equipment the cost of repairing or replacing these items shall be borne by the person causing such loss or damage.

### **BUILDING PROPERTY**

All building equipment and supplies assigned to a building are part of the SCA Facilities and are the property of SCA and may not be removed. This pertains to, but is not limited to, tables, chairs and any other equipment and supplies that were purchased for the building.

### **CATERING & ALCOHOLIC BEVERAGES**

A deposit will be charged for utilizing the SCA Facilities when food is involved for any event, whether it is catered, pot luck or brought in from take-out locations. The food service fee will be applied as follows:

<b>People</b>	<b>Fee</b>
1-75	\$150.00
75-125	\$200.00
125-200	\$225.00

200-400	\$300.00
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The deposit paid as required through a reservation may be refunded after the staff has verified the area has been cleaned and no damage has occurred to the SCA Facilities. After use, the reserved area must be cleaned up by the resident reserving such facilities, with tables and chairs wiped and returned to their original set up positions. No food or other trash may be left on the floor or tables. Garbage must be bagged and placed in the receptacles outside the activity centers or in the trash room at the West Activity Center. Each user must leave the SCA Facilities with no spills, and no damage or stains which would require additional clean up or carpet cleaning.

#### **CLEAN UP**

No items may be stored overnight within the SCA Facilities without prior written consent of SCA Facilities Manager or designated staff. Any non- approved items left after any event will be regarded as trash and discarded or will become the property of SCA. SCA shall have no responsibility for any items left within the SCA Facilities. In the event any areas are left in disarray, a clean-up fee will be assessed and billed to the resident responsible for the room reservation and/or the room deposit will not be refunded, as determined in SCA's sole discretion. Rooms should be left according to the room schematic posted on the wall in each room.

#### **DELIVERY**

Items for an event may not be delivered to any of the SCA Facilities prior to the contracted event date. The SCA Staff shall not be used for the loading or unloading, moving or conveying any deliveries, equipment or decorations, and each resident responsible for the reservation shall be solely responsible for the loading or unloading, moving or conveying any deliveries, equipment or decorations.

#### **EVENT TIMES**

Subject to approval by SCA, and with at least two-weeks prior written notice and completion of the Facility Reservation Agreement, events may be scheduled beyond normal business hours. If any such event is approved by SCA, a fee in the amount of \$45 per hour will be assessed for each hour the SCA Facilities or any portion thereof is open past the normal close time. The foregoing hourly fee shall increase by five percent (5%) annually. Scheduled event times must be honored and all clean-up must be completed by said time. Clubs or individual residents who violate these terms may be prohibited from scheduling future events and may incur additional fees, as determined by SCA in its sole discretion.

#### **ROOM USE**

The Community Service Office Activities Department, located at 2069 World Parkway Blvd. E. (East Activity Center), is responsible for scheduling rooms. Rooms are to be used for their intended purposes only. SCA RESERVES THE RIGHT TO CANCEL REGULARLY SCHEDULED EVENTS OR PROGRAMS WITHOUT NOTICE. SCA FURTHER RESERVES THE RIGHT TO CANCEL AN EVENT AT ANY TIME UPON LEARNING OF AN INFRINGEMENT OR VIOLATION OF THE RESERVATION AGREEMENT AND/OR FACILITY RULES. SCA RESERVES THE RIGHT TO REASSIGN USERS TO A MORE SUITABLE SPACE AT ANY TIME.

#### **LOST AND FOUND**

Articles found in the SCA Facilities should be turned in to the Community Service Office in the East Activity Center. Items may be claimed at the Community Service Office during regular hours of

operation. Items will be held for 30 days; after that time, they will become property of SCA and may be disposed of or donated to charity, as determined by SCA in its sole discretion.

## EMERGENCIES

When the fire alarm sounds, all persons must evacuate the building immediately. Individuals must follow the exit signs. If the building is staffed, individuals must follow instructions from the SCA Staff. When exiting the building, individuals should leave in an orderly manner and exit to the parking lot. Individuals may not congregate around the doors.

## HEALTH & RECREATION BUILDING

### GENERAL FACILITY RULES

- **No smoking within 25' of building entrances as per the Florida Clean Air Act.**
- No pets are allowed; Service Animals are welcome.
- No smoking, vaping, E-Cigs, or tobacco chewing within the buildings.
- No Spitting.
- This facility is for the exclusive use of OTOW-Clearwater unit owners and approved tenants with a valid activity card. All guests must be accompanied by the unit owner or approved tenant who has a valid activity card.
- Each user must present a valid activity card upon the SCA staff's or event host's request.
- Clubs, committees, classes, games, tournaments and services are for On Top of the World residents only. Guests may participate only in designated activities deemed open to guests by SCA staff or event hosts.
- Residents may bring one (1) guest to the Bingo games.
- **USE OF THE FACILITIES IS AT YOUR OWN RISK. BY USING THE FACILITIES, EACH USER AGREES, ON BEHALF OF THEMSELVES AND THEIR GUEST(S) TO USE THE FACILITIES SAFELY AND ALSO AGREES SCA AND SCA STAFF ARE NOT RESPONSIBLE FOR ANY INJURY OR DAMAGE CAUSED BY USE OF THE FACILITIES.**

### FITNESS CENTER GUIDELINES

- The fitness center facility is for the exclusive use of OTOW-Clearwater unit owners and approved tenants with a valid activity card only.
- Use by guests is strictly prohibited.
- Users must present a valid activity card upon SCA staff's request.
- Any non-compliant or disruptive persons will be asked to leave the facilities.
- Failure to comply with any of these Rules will result in the individual being asked to leave.
- Users are advised to consult a physician before beginning any exercise program. IF YOU EXPERIENCE DIZZINESS, SHORTNESS OF BREATH, PAIN IN CHEST, ARMS OR NAUSEA STOP EXERCISING IMMEDIATELY.
- **USE OF THE FITNESS CENTER IS AT YOUR OWN RISK. BY USING THE FITNESS CENTER, EACH USER ACCEPTS THE RISK OF EXERCISING AND/OR THE USE OF THE FACILITIES AND EQUIPMENT. BY USING THE FITNESS CENTER, EACH USER AGREES TO USE THE FITNESS CENTER EQUIPMENT SAFELY AND ALSO AGREES SCA AND SCA STAFF ARE NOT RESPONSIBLE FOR ANY INJURY OR DAMAGE ARISING IN CONNECTION WITH USE OF THE FITNESS CENTER.**



**EACH USER OF THE FITNESS CENTER MUST COMPLY WITH THE FOLLOWING:**

- Users must be courteous to others! Users should finish their set(s) and move on to the next machine. Users must limit their cardiovascular workout to 30 minutes if others are waiting to use the cardiovascular equipment.
- Shirts that cover chest and back and close-toed athletic shoes are mandatory. Any user that is not dressed appropriately (as determined by SCA staff) may be asked to leave the facilities.
- Food, sport drinks and gum in the fitness area are strictly prohibited. Only water in a sealed container is permitted within the fitness center.
- Users must promptly report any problem with a machine to the Community Service Office located at 2069 World Parkway Blvd. E. (East Activity Center).
- Lockers are for use only when using the fitness center. Each user must take all belongings when they leave the facilities, and personal belongings shall not be stored in lockers when not using the fitness center.
- Users must return the free weights to their racks after use.
- Users must wipe down equipment after each use. Cleaning stations are conveniently located throughout the fitness center.

**LOCKERS**

All lockers are day lockers. Please do not leave valuables in the lockers. If locks are left on the lockers they will be removed nightly. Any items left in lockers will be removed at the end of the day and can be picked up in the Community Service Office lost and found.

**DRY SAUNAS**

- The saunas are for the exclusive use of OTOW-Clearwater unit owners and approved tenants with a valid activity card. Guests are welcome, but all guests must be accompanied by an OTOW-Clearwater unit owner or approved tenant with a valid activity card.
- Each user must show a valid activity card upon SCA Staff's request. Any individual using the SCA Facilities without a valid activity card will be asked to leave.
- Nudity is not allowed; a bathing suit or other appropriate attire must be worn at all times.
- Appropriate behavior is required at all times. Anyone displaying disruptive behavior or who does not present a valid activity card will be asked to leave the SCA Facilities immediately.
- Doors must be kept closed when using the sauna.
- No children under the age of 18 are allowed in the sauna.
- Users shall not exceed the recommended time for the sauna (8 minutes).
- Users should consult a physician before utilizing a high temperature sauna. Individuals should not use the dry sauna if they have a heart condition, use blood pressure medication, or any condition that would contraindicate use of this facility.
- Pregnant women, people with health problems and people using drugs and alcohol that may cause drowsiness should not use the sauna.
- **USE OF THESE FACILITIES IS AT YOUR OWN RISK. BY USING THE SAUNA, EACH USER ACCEPTS THE RISK OF USING THE SAUNA AND AGREES SCA AND SCA STAFF ARE NOT RESPONSIBLE FOR ANY INJURY OR DAMAGE ARISING IN CONNECTION WITH USE OF SUCH FACILITIES.**

**POOL RULES**

- The pool is for the exclusive use of OTOW-Clearwater unit owners and approved tenants with a valid activity card. Guests are also welcome, but all guests must be accompanied by an OTOW-Clearwater unit owner or approved tenant with a valid activity card.

- Each user must show a valid activity card upon SCA Staff's request. Any individual using the SCA Facilities without a valid activity card will be asked to leave.
- All guests under the age of 18 must be accompanied by adult.
- Guests under the age of 15 may use the facilities from 12:00pm to 4:00pm, seven days a week.
- For individual safety, pools are closed during inclement weather. Individuals may not use the pools during any storm warning or when rain or lightning are present in the area.
- Pools are closed when the gates are locked.
- Incontinent individuals must wear a "swim diaper".
- Individuals must shower before entering the pool to remove lotions, oils and sunblocks.
- All pool furniture must remain in the designated pool deck area only. Personal pool or lawn furniture is not permitted on the pool deck.
- Pool furniture is limited to one chair or lounge per person.
- Walkways and stairs of the pool must be kept clear at all times.
- Any person experiencing gastrointestinal symptoms or open cuts or wounds should not use the pool.
- **The pool and pool deck is a non-smoking area. Individuals may smoke in designated smoking area(s) only.**
- **USE OF THE POOL FACILITIES IS AT YOUR OWN RISK. BY USING THE SPA, EACH USER ACCEPTS THE RISK OF USING THE SPA AND AGREES SCA AND SCA STAFF ARE NOT RESPONSIBLE FOR ANY INJURY OR DAMAGE ARISING IN CONNECTION WITH USE OF SUCH FACILITIES.**

**THE FOLLOWING ITEMS ARE NOT PERMITTED IN THE POOL AREA:**

- Glass containers;
- Coolers;
- Food or drink, other than bottled water;
- Pets, except for service animals;
- No diving, jumping running, horseplay or throwing objects, balls, floats, or inner tubes.

**SPA RULES**

- The spa is for the exclusive use of OTOW-Clearwater unit owners and approved tenants with a valid activity card. Guests are also welcome, but all guests must be accompanied by an OTOW-Clearwater unit owner or approved tenant with a valid activity card.
- Each user must show a valid activity card upon SCA Staff's request. Any individual using the SCA Facilities without a valid activity card will be asked to leave.
- No one under the age of 18 is permitted to use the spa.
- Pregnant women, people with health problems and people using drugs and alcohol that may cause drowsiness should not use the spa.
- Do not exceed the recommended use time of 15 minutes.
- Individuals must shower before entering the spa to remove lotions, oils and sunblocks.
- Walkways and stairs of the spa must be kept clear at all times.
- This is a co-ed facility; individuals must change in the locker rooms and no other areas.
- **USE OF THE SPA IS AT YOUR OWN RISK. BY USING THE SPA, EACH USER ACCEPTS THE RISK OF USING THE SPA AND AGREES SCA AND SCA STAFF ARE NOT RESPONSIBLE FOR ANY INJURY OR DAMAGE ARISING IN CONNECTION WITH USE OF SUCH FACILITIES.**

**THE FOLLOWING ARE PROHIBITED IN THE SPA AND POOL AREA:**

- Nudity;

- Bubble baths or fragrances;
- Glass containers;
- Coolers;
- Food or drink, other than bottled water;
- Pets, except for service animals;
- Running, horseplay or throwing objects;
- Balls, floats or inner tubes.

### **BILLIARDS ROOM RULES**

- This facility is for the exclusive use of OTOW-Clearwater unit owners and approved tenants with a valid activity card. Guests are also welcome, but all guests must be accompanied by an OTOW-Clearwater unit owner or approved tenant with a valid activity card.
- Each user must show a valid activity card upon SCA Staff's request. Any individual using the SCA Facilities without a valid activity card will be asked to leave.
- Shoes and shirt are required at all times.
- Drinks are permitted in plastic containers only. Alcohol is not permitted.
- No one under the age of 18 is permitted to use the billiards facilities.
- Two (2) tables must be available for open play at all times. All other tables can be reserved for tournament play up to three (3) months in advance. Reservations may be made through the Activity Office located at the East Activity Center. Tables are reserved on a first-come first-served basis.
- Any tables not in use during tournaments must be made available for open play.
- Any cost incurred for negligent damage to the facilities, room contents or tables will be responsibility of the club or individual holding the reservation.
- Only SCA and SCA Staff or SCA's agents and designees may enforce these Rules.

### **THE FOLLOWING ITEMS ARE NOT PERMITTED WITHIN THE BILLIARDS ROOM:**

- Wet bathing suits or non-appropriate attire;
- Food;
- Drink containers on billiard tables
- Jumping balls;
- Smoking;
- No one under the age of 18
- Pets, except for service animals.

### **TENNIS COURT AND PICKLEBALL RULES**

- This facility is for the exclusive use of OTOW-Clearwater unit owners and approved tenants with a valid activity card. Guests are also welcome, but all guests must be accompanied by an OTOW-Clearwater unit owner or approved tenant with a valid activity card.
- Each user must show a valid activity card upon SCA Staff's request. Any individual using the SCA Facilities without a valid activity card will be asked to leave.
- The tennis courts are for tennis or pickleball only. No other uses may be permitted on the tennis courts unless approved by SCA or SCA Staff.
- Players must wear tennis shoes and appropriate attire while playing.
- Individuals must keep the gates closed.
- **USE OF THE TENNIS COURTS IS AT YOUR OWN RISK. BY USING THE TENNIS COURTS, EACH USER ACCEPTS THE RISK OF USING THE TENNIS FACILITIES AND AGREES SCA AND SCA STAFF ARE NOT RESPONSIBLE FOR ANY INJURY OR DAMAGE ARISING IN CONNECTION WITH USE OF SUCH FACILITIES.**

**THE FOLLOWING ARE ABSOLUTELY NOT PERMITTED ON THE COURTS:**

- Pets, except service animals;
- Food or drinks, except for bottled water;
- Bicycles;
- Basketball;
- Roller skating, roller blading;
- Skate boarding.

**PAVILION AREA AND GRILLS**

Please note that to utilize the East Activity Center pavilion area, residents must fill out a Facility Request Form at the Activity Office prior to use. Upon request, residents must present the approved Facility Request Form as validation of approval to use the space.

- This facility is for the exclusive use of OTOW-Clearwater unit owners and approved tenants with a valid activity card. Guests are also welcome, but all guests must be accompanied by an OTOW-Clearwater unit owner or approved tenant with a valid activity card.
- Each user must show a valid activity card upon SCA Staff's request. Any individual using the SCA Facilities without a valid activity card will be asked to leave.
- There should be no expectation of exclusive use of the pavilion area. The pavilion area may be used by other individuals at all times, unless otherwise determined by SCA in its sole and absolute discretion.
- Each user is responsible to clean up the area after using the pavilion and/or grills.
- Each user must report any damages immediately or at the latest, the next business day.
- Seven (7) Picnic Grill Areas are open and do not require a reservation for use. Clean up of the area is the responsibility of the user.
- Extension cords are not permitted.
- Lawn furniture or other furniture not supplied by SCA is not permitted in or around the Pavilion or Grill Areas.
- **USE OF THE PAVILION AREA AND/OR GRILLS IS AT YOUR OWN RISK. EACH USER AGREES SCA AND SCA STAFF ARE NOT RESPONSIBLE FOR ANY INJURY OR DAMAGE ARISING IN CONNECTION WITH USE OF SUCH FACILITIES.**

**WOOD SHOP**

- The Wood Shop facility is for the exclusive use of OTOW-Clearwater unit owners and approved tenants who are registered with Fixers, Fiddlers and Fumblers Club Inc.
- Users must deliver a fully executed and complete Release, Waiver and Hold Harmless Agreement to SCA prior to using the Wood Shop.
- Use by guests is strictly prohibited.
- Users must present a valid activity card upon SCA staff's request.
- Any non-compliant or disruptive persons will be asked to leave the facilities.
- Users must use personal protective equipment at all times while in the Wood Shop, including eye protection, hearing protection, dust masks, gloves and other specialized equipment for the tasks being performed (e.g., push sticks, miter gauges, etc.).
- Users must pay attention to their surroundings.
- Avoid distractions and do not use cell phones when working in the Wood Shop.
- Thoroughly understand how a machine functions prior to use, including reading the owner's manual if necessary.
- Keep the floor of the Wood Shop clean and free of tripping hazards.
- The operation of tools in the Wood Shop while under the influence is prohibited, as is the use of drugs, alcohol and other impairments while in and about the Wood Shop.

- Wear appropriate clothing while in the Wood Shop and avoid wearing loose, baggy or ill-fitting clothing. Loose or hanging jewelry must be removed prior to entering the Wood Shop.
- **USE OF THE WOOD SHOP IS AT YOUR OWN RISK. BY USING THE WOOD SHOP, EACH USER ACCEPTS THE RISKS OF ASSOCIATED WITH USING THE WOODWORKING EQUIPMENT AND THE FACILITIES. BY USING THE WOOD SHOP, EACH USER AGREES TO USE THE WOOD SHOP EQUIPMENT SAFELY AND ALSO AGREES SCA AND SCA STAFF ARE NOT RESPONSIBLE FOR ANY INJURY OR DAMAGE ARISING IN CONNECTION WITH USE OF THE WOOD SHOP.**

#### **USE OF WIRELESS INTERNET**

Use of the wireless internet ("Service") provided at the SCA Facilities for the following purposes is prohibited:

- Uses and activities involving services that are illegal, infringe the rights of others, or interfere with or diminish the use and enjoyment of cable or internet service by others. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation; post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be unlawful;
- Violation of the rules, regulations, or policies applicable to any network, server, computer database, or Web site that the user accesses; or
- Resale of the Service or otherwise making available to anyone outside the SCA Facilities the ability to use the Service, in whole or in part, directly or indirectly. The Service is for personal and noncommercial residential use only and may not be used for operation as an Internet service provider or for any business enterprise or purpose (whether or not for profit).