

**ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC.  
GENERAL MEETING  
PACKET**

**JUNE 15, 2023  
11:00 AM**

**EAST ACTIVITY CENTER  
2069 WORLD PARKWAY BOULEVARD EAST  
CLEARWATER, FL 33763**

**ALSO BEING SIMULTANEOUSLY BROADCAST ON OTOW CHANNEL  
901 and YouTube**

**ON TOP OF THE WORLD  
CONDOMINIUM ASSOCIATION, INC.,**  
a Florida Not-For-Profit Corporation  
2069 World Parkway Blvd. East  
Clearwater, FL 33763

**BOARD OF ADMINISTRATION**  
Kenneth D. Colen, Chairman  
Charles McAllister, Vice Chairman  
C. Guy Woolbright, Secy-Treas.  
Sharon Licata  
Leslee Colen  
Gail Sanders  
James F. O'Neil  
Virgil C. Ratliff  
Michael Spodeck

**NOTICE OF GENERAL MEETING AND BOARD OF ADMINISTRATION MEETING**

Date: Thursday, June 15, 2023

Time: 11:00 AM

Venue: East Activity Center Auditorium  
Also simultaneous via OTOW TV on Channel 901 or YouTube  
(YouTube link will be available June 14, 2023 and will be posted on  
OTOWClearwaterinfo.com, the Box Office and on Channel 901)

**To review the complete meeting agenda packets for the upcoming meetings, go to  
OTOWClearwaterinfo.com/Association/Meetings as this will be posted on June 8, 2023.**

**GENERAL MEETING AGENDA**

1. Call to order, proof of notice of meeting
2. Introduction of Board of Administration and guests
3. General Rules of Meeting Conduct
4. Approval of minutes of last member meeting
5. Report of the Board of Administration
  - a. Operating Budget
  - b. Insurance
  - c. Summit Broadband
  - d. Amazon Hub
6. Management Company Report
7. Lease Agreement between SCA Pinellas Amenities, LLC and the Association (Bingo)\*
8. Vote on Waiver of Reserves
9. Written Questions of Unit Owners submitted prior to the meeting
10. Other Business
11. Adjournment

\*Kenneth D. Colen and C. Guy Woolbright are Officers and Directors of SCA Pinellas Amenities, LLC

**The Board of Administration Meeting will be held immediately  
following the General Meeting on June 15, 2023.  
Board Meeting Agenda is on the reverse side.**

**On Top of the World Condominium Association, Inc. expects respect and decorum at all meetings**

## **GENERAL MEETING**

### **Agenda Item 1 – Call to order, proof of notice of meeting**

- Call General Meeting to Order
- Proof of notice of this meeting:
  - Notice of the meeting was mailed to all Unit Owners on June 1, 2023 per USPS Mailing Receipt that will be attached to the minutes of this meeting
  - The agenda for this meeting was also posted on the Association Bulletin Board on May 24, 2023, per Affidavit of Posting

This meeting is also being simultaneously broadcast on Community Channel 901 and YouTube.

Resident volunteers have assembled in the back room to tabulate the final votes from the Proxies that were received prior to this meeting, as well as ballots received at today's meeting.

If you have a Ballot, please turn it now.

Voting results will be provided later in the meeting.

**USPS Generated**

Note to Mailer: Your electronic postage statement has been submitted to the USPS PostalOne! system on Jun 01, 2023 10:44 AM.

The labels and electronic mailing information associated to this form, must match the physical mailing being presented to the USPS® with this form.

Postage Statement ID:	547659633
Post Office of Permit:	OCALA, FL, 34478-9998
Mailing Group ID:	414253744
Account Holder:	PARKWAY MAINTENANCE & MANAGEMENT LLC.
Account Number:	402814
Permit Holder:	PARKWAY MAINTENANCE & MANAGEMENT LLC.
Permit Type and Number:	PI 48
Mail Agent:	EARNEST MAIL
Mail Owner Name:	PARKWAY MAINTENANCE & MANAGEMENT LLC.
Mail Owner's Permit Type and Number:	
CRID:	22082691
Customer Reference ID:	OTOW condo budget
Mail Class and Price Eligibility:	First-Class - Regular
Processing Category:	Flats
Single Piece Weight Declared by Mailer:	0.1230 lbs (1.97 oz)
Total Mail Pieces:	4,821 pieces
Total Weight:	592.9830 lbs
Total Postage Amount:	\$4840.08
Permit Account for Insufficient Affixed Postage:	
Total Postage Affixed:	\$0.00
Total Postage Due:	\$4840.08
Handling Unit :	

1' MM Trays	2' MM Trays	2' EMM Trays	Flat Trays	Sacks	Pallets	Other
			65			

**Important: Please bring your mailing by -**

**Jun 08, 2023**

**Post Office of Mailing**

OCALA BMEU 400 SW 1ST AVE  
OCALA, FL 344789998

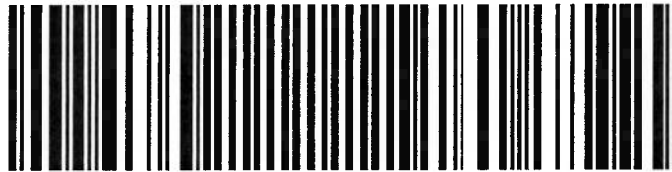
**Hours**

Mon	01:00 PM - 04:00 PM
Tue	01:00 PM - 04:00 PM
Wed	01:00 PM - 04:00 PM
Thu	01:00 PM - 04:00 PM
Fri	01:00 PM - 04:00 PM
Sat	Closed
Sun	Closed

**Note:**

- \*This mailing may be subject to additional verification at the time of acceptance.
- \*This mailing cannot be processed at the self service terminal.

**SCAN AT ACCEPTANCE**



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**ON TOP OF THE WORLD  
CONDOMINIUM ASSOCIATION, INC.,**  
a Florida Not-For-Profit Corporation  
2069 World Parkway Blvd. East  
Clearwater, FL 33763

**BOARD OF ADMINISTRATION**  
Kenneth D. Colen, Chairman  
Charles McAllister, Vice Chairman  
C. Guy Woolbright, Secy-Treas.  
Sharon Licata  
Leslee Colen  
Gail Sanders  
James F. O'Neil  
Virgil C. Ratliff  
Michael Spodeck

June 1, 2023

Dear Association Member:

This letter serves as notice of the General Meeting of the On Top of the World Condominium Association, Inc. (the "Association") to be held, at 11:00 a.m. on Thursday, June 15, 2023.

This meeting will be held in-person at the East Activity Center auditorium, 2069 World Parkway Blvd. East, and simultaneously broadcast via OTOW TV Channel 901 and YouTube. Please note, the YouTube link will be available June 14 and will be posted on the OTOWClearwaterinfo.com website as well as the Box Office and on Channel 901.

A meeting of the Board of Administration is scheduled to begin immediately following the General Meeting. An agenda for both the General and Board meetings is enclosed.

**It is vital that you fill out and return the enclosed proxy form to ensure we have a quorum for the General Meeting to take place.**

**IF THERE IS NO QUORUM, FLORIDA LAW REQUIRES THE BOARD PASS A BUDGET WITH FULLY FUNDED RESERVES.**

**WITHOUT A QUORUM, FULLY FUNDED RESERVES MUST BE IMPOSED. AS SHOWN IN THE ASSOCIATION'S BUDGET, FULLY FUNDED RESERVES WOULD ADD \$4.5 MILLION INTO THE BUDGET AND INCREASE YOUR MONTHLY COMMUNITY SERVICE FEE BY APPROXIMATELY \$77.00 PER MONTH!**

**IF YOU CANNOT ATTEND THE GENERAL MEETING, PLEASE FILL OUT AND RETURN THE ENCLOSED PROXY FORM. THE ONLY THING STANDING BETWEEN SIGNIFICANTLY HIGHER MONTHLY COSTS SHOULD RESERVES BE ESTABLISHED IS YOUR VOTE TO WAIVE RESERVES.**

Enclosed is your proposed Operating Budget for fiscal year July 1, 2023 – June 30, 2024, as prepared by Parkway Maintenance & Management Pinellas, LLC. (the "Management Company"), for consideration by the Board. This Operating Budget is an overall budget for the Association. Please note line items "Bulk Service Agreement for TV and Internet - Sch 1", and "Property and Casualty Insurance - Sch 2". Please refer to Schedules 1 and 2 on the reverse side of the Operating Budget for an explanation of these items. More information will be discussed in regard to these items at the General Meeting. Also included in this mailing is a separate budget for your building with the total Association monthly assessment on the reverse side. **Please note the substantial difference between the budget for your building with and without reserves.** The reserves that would be necessary if Association members do not vote to waive reserves are included in the budget for each building.

Leasehold properties: please be advised that leasehold payments are not part of the Association's budget, therefore, they are not reflected in the building budget. Leasehold payments will be reflected in a separate mailing to owners, advising of the new monthly assessments, together with leasehold payments, after the Board approves the budget.

This past fiscal year, 2022-23 has been an incredible challenge. Your Board has been dealing with fall-out from the very misguided adoption of Senate Bill 4D (SB-4D) in response to a Condominium collapse and the horrible loss of life. If not fixed by the legislature, this new law would have imposed an untenable burden on condominium owners throughout Florida. Your Management Company, Parkway Maintenance and Management of Pinellas, took the lead in working with skilled lobbyists to tone down the so called "glitch" bill and bring some reasonableness to the replacement bill Senate Bill 154 (SB 154). SB 154 was passed by both houses of the legislature and is pending approval by the Governor. The final effect of this bill adoption is to better define the requirements for the initial Milestone Inspections and for the Structural Integrity Reserve Study (SIRS). Additionally, the method for funding reserves has been expanded to allow for alternate means to determine and fund reserves, if specified conditions are met. In terms of compliance with the law, the initial Milestone Inspections must be completed by December 31, 2024, unless in progress. The imposition of reserves does not become a requirement until December 31, 2024. You should also know that the Management Company has carried the cost on this effort and has not passed this expense through to the budget.

The net effect of this lobbying work is a much-improved bill that allows the Community to preserve the option of opting out of the mandatory imposition of reserves, thus saving residents thousands of dollars annually. The requirement for waiving reserves remains tied to "a majority of voting interests in person or by proxy at a duly noticed meeting...". The groundwork for this was created as a side product of the years of work from your Board to modernize the Association's budget and making it more transparent – so you can easily see where your money is going. The Board has worked with the Division of Condominiums, Timeshares, and Mobile Homes ("Division") to gain its approval for this change. The revised budget format was approved by the Circuit Court of the Sixth Judicial Circuit in and for Pinellas County, as well as the Division. The new budget format provides much greater detail and transparency into the financial working of your community, and is the culmination of work that the Board and the Division began in 2019. It also memorializes the manner in which this community has operated for over 50 years, without the need for reserves.

The other really big buzz in the community is the unimpressive performance of Summit Broadband (SBB) and their rollout of fiber to the home service. Many residents have had unreliable video service, while others have video service but weak internet, and still others are fine and have had no service issues. Ultimately, SBB has not met the expectations of your Board. A subset of your Board have been meeting with SBB representatives on a near-daily basis to pressure them for a rapid resolution – failing that, the Board delivered the company a Notice of Default. Under this process, SBB had 30 days to resolve the problems and deliver service as contracted.

The default is not resolved in that period, however, the Contract remains in force between the parties while resolution is worked out. At this writing, the majority of video and internet service problems appear to have been resolved, notwithstanding that there are a few individual customers who may continue to have difficulty. These tailing items will need to be resolved by SBB on an individual basis in a very short period of time. Your Board is continuing to apply intense pressure to SBB to resolve these remaining issues. SBB is entering into an agreement with a third-party vendor to receive local TV signal in digital format. This is anticipated to be active within the system within 30 days of this notice.

The recent outage experienced May 20, had not been resolved when this letter needed to be sent to the printer. As such, the Board has no definitive reason why the outage happened in the first place. It appears to be system wide across all Summit customers in Florida.

The largest cost factors in the budget continue to be the increased cost of labor (Per the Bureau of Labor Statistics, wages and salaries rose 5.1 percent for the 12-month period ending in March 2023 and increased 5.0 percent in March 2022 nationally).

Another matter of high cost is the delivery of gate operation staffing. While another vendor was engaged, their performance is only moderately better than the previous vendor. This is due largely to the design of the entry gates. In other words, for now the Community is stuck with what is in place. The Management Company has been tasked to search for a qualified Transportation Engineering firm to conduct a traffic study and determine traffic patterns and demand. This study will serve as a basis for development of design options and magnitude of costs should change be desirable to implement. That said, we must all understand that some gate entries cannot be modified because of constraints such as available land.

Once the Management Company has identified a qualified Transportation Engineering firm, the Board will be required to act. This will occur closer to December 2023, as the Traffic Study will be conducted in early 2024, when there is peak occupancy within the community. This will give the best data for actual usage. The traffic study is not expected to see significant increase in traffic volumes, as the community has been built out for many years.

The Management Company previously installed electronic surveillance on all entries that operate on a 24-hour continuous basis. This captures vehicles license plates for both entry and exit, this provides excellent coverage. Additionally, when people know that their vehicle and license plate will be captured on a live feed, there is a reluctance to enter the community.

### **THE VOTE TO WAIVE OR ESTABLISH RESERVES**

Residents have consistently expressed their desire to waive all reserves in favor of cash flow-based budgeting for required maintenance and replacements. Both the residents and the community have benefited from this long standing and fiscally sound practice. Cash flow-based budgeting means that improvements are budgeted and funded for the year the improvements will be made. It is basically a “pay as you go” approach.

As stated previously, current Florida law requires the imposition of reserves unless a majority of those at the meeting or voting by proxy vote to waive reserves. A quorum for the General Meeting also must be met or the Operating Budget must be adopted imposing reserves, meaning the Board needs EVERYONE’S participation.

**The Board recommends against establishing reserves at this time, but the choice is yours if you wish to pay an additional \$77/month.** It is important that you vote! EVERY VOTE COUNTS!!!

**Please take a moment now to vote by either:**

- (1) Voting electronically through OTOW.CONDUU.COM.** If you have previously voted electronically, please sign in and cast your vote. If you have not opted-in to electronic voting, please visit <https://www.otowclearwaterinfo.com/electronic-voting/> for more information on how to opt in for this convenient and secure voting option. Electronic Voting closes on June 14, 2023 at 11:00 a.m., or

**(2) Fill out your gold paper Limited Proxy. If you vote by paper Proxy, you may submit by:**

- (a) Scanning to [clearwaterinfo@otowfl.net](mailto:clearwaterinfo@otowfl.net),
- (b) Mailing in the enclosed postage-paid envelope, or
- (d) Hand delivering it to one of the drop boxes located outside the East or West Activity Centers as soon as possible, but no later than June 14, 2023, or
- (e) Hand delivering to the General Meeting on June 15, 2023 at 11:00 AM.

**MEETING PROCEDURES**

The Third Amended and Restated Rules of the On Top of the World Condominium Association, Inc. (the "Rules") require questions be limited to agenda items for the specific meeting, be submitted in writing, and received three (3) business days in advance of the General Meeting . Questions must be delivered to the Association at 2069 World Parkway Boulevard East, Clearwater, FL. 33763 or emailed to [associationinfo@otowfl.net](mailto:associationinfo@otowfl.net).

Should you wish to speak on an agenda item (at either the General Meeting or the Board of Administration Meeting), it is important that you send an email to [associationinfo@otowfl.net](mailto:associationinfo@otowfl.net) or write to the Secretary of the Association in accordance with Rules 21 and 22 and identify the specific agenda item you wish to address. Please note, the Rules are available to all unit owners by visiting the Association's website at [OTOWClearwaterinfo.com/Association](http://OTOWClearwaterinfo.com/Association).

**FINAL POINTS**

Your Board consists of both residents and seasoned professionals who take their mission seriously, and are attuned to the challenges of community management. Serving on the board of a condominium association is no easy task, especially in a community as large as On Top of the World – Clearwater, which has a population just below the median for a city in Florida! Your Association Board members bear the burden of knowing that all decisions made have an economic impact on owners. We are extremely conscious of current economic conditions and that many owners are on fixed incomes. Please be advised, if you vote to waive reserves, the budget as presented by the Management Company for 2023-2024 indicates there is a slight decrease in your Community Service Fee. We understand and honor our charge to ensure that outstanding services are provided to this community in the most cost-effective manner by efficiently managing the day-to-day operations and providing a high standard of services for the community.

We look forward to seeing you at the June 15, 2023 meeting which begins at 11:00 a.m.

Sincerely,



Kenneth D. Colen  
Chairman

Enclosures: Meeting Agenda (for General Meeting/Board Meeting)  
Individual Building Budget with Monthly Unit Assessment on Back  
Association Master Operating Budget with Schedules 1 and 2 on Back  
Limited Proxy  
Return Postage Paid Self-Addressed Business Reply Envelope



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8. Vote on Waiver of Reserves
9. Written Questions of Unit Owners submitted prior to the meeting
10. Other Business
11. Adjournment

\*Kenneth D. Colen and C. Guy Woolbright are Officers and Directors of SCA Pinellas Amenities, LLC

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following the General Meeting on June 15, 2023.  
Board Meeting Agenda is on the reverse side.**

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**BOARD MEETING AGENDA**

Date: Thursday, June 15, 2023

Time: Immediately following the General Meeting

1. Call to order, roll call, proof of notice of meeting
2. General Rules of Meeting Conduct
3. Update on Resolution 2023-01 – Exclusive Easement to Kierkel, Inc.
4. Approval of minutes of last Board of Administration meeting
5. Report on Unit Owners Vote on Waiver of Reserves
6. Resolution 2023-02 – Consider adoption of Budget for fiscal year July 1, 2023 through June 30, 2024
7. Resolution 2023-03 – Consider adoption of insurance deductibles
8. Resolution 2023-04 – Consider Implementing the Association’s statutory powers to suspend rights of unit owners, occupants and guests to use common facilities and to suspend rights of members to vote when payments due the Association are more than 90 days delinquent, as provided in Section 718.303, Florida Statutes
9. Resolution 2023-05 – Consider Action to Approve Phase 1 Milestone Inspection Services by ESI, per SB 154
10. Resolution 2023-06 – Ratification of Association Actions for clean-up and restoration of 26-43 and authorizing levy of a special assessment against 26-43
11. Resolution 2023-07 – Consideration of authorizing installation of Amazon Hub in Common Elements
12. Other Business
13. Adjournment



Kenneth D. Colen, Chairman

**On Top of the World Condominium Association, Inc.**  
**Annual Operating Budget for Fiscal Year July 01, 2023-June 30, 2024**

**Income**

<b>Association Assessments (Without Reserves)</b>	<b>\$ 20,348,928</b>
Reserves - Unless Waived	\$ 4,568,310
<b>Total Income (With Reserves)</b>	<b><u>\$ 24,917,238</u></b>

**Services and Operating Expenses:**

<b>Bulk Service agreement for: TV and Internet</b>	<b>SCH 1</b>	<b>\$ 0</b>
<b>Management Fees</b>		<b>\$ 715,392</b>
<b>Maintenance Expenses</b>		
Janitorial and Grounds Maintenance Services		\$ 6,915,456
Landscape Services		\$ 357,696
Building Maintenance and Repair		\$ 1,132,704
Remediation and Special Projects		\$ 59,616
Elevator Services		\$ 119,232
Electrical Services		\$ 29,808
Inspection Services		\$ 29,808
<b>Total Maintenance Expense</b>		<b><u>\$ 8,644,320</u></b>

**Operating Expenses**

Property and Casualty Insurance	<b>SCH 2</b>	\$ 1,967,328
Gate Operations		\$ 536,544
Pinellas Utility Potable Water		\$ 1,013,472
Recreational Amenities		\$ 2,444,256
Wastewater and Irrigation		\$ 1,430,784
Waste Management Trash and Recycle		\$ 596,160
Association Audit Fee		\$ 29,808
Association Tax Return		\$ 29,808
Association Legal Expenses		\$ 59,616
Bad Debt Expense		\$ 59,616
General and Administrative		\$ 59,616
Fees Payable to the Division		\$ 19,872
<b>Total Operating Expense</b>		<b><u>\$ 8,246,880</u></b>

**Capital Expenditures and Deferred Maintenance**

Deferred Maintenance	\$ 476,928
Roof Replacement	\$ 1,192,320
Building Painting & Waterproofing	\$ 775,008
Elevator Cab Replacement	\$ 238,464
Paving	\$ 59,616
<b>Total Capital Expenditures and Deferred Maintenance</b>	<b><u>\$ 2,742,336</u></b>

<b>Total Services and Operating Expenses</b>	<b>\$ 20,348,928</b>
Total Reserves - Unless Waived	\$ 4,568,310
<b>Total Annual Expenses (With Reserves)</b>	<b><u>\$ 24,917,238</u></b>

**Balance**

	Current Amount Funded	Estimated Replacement Cost	Estimated Remaining Life	Estimated Useful Life	Annual Cost
<b>Reserves</b>					
Building Roofing		247,835	various	20	\$2,708,587
Building Painting		46,918	various	5	\$923,924
Paving		25,390	various	25	\$99,259
Elevator Cab Replacement		53,736	various	20	\$836,540
<b>Total Reserves</b>					<b><u>\$4,568,310</u></b>



**ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC.**

A Florida Not-For-Profit Corporation

**LIMITED PROXY**

General Meeting – June 15, 2023

**KNOW ALL PERSONS BY THESE PRESENTS:**

The undersigned owners, or their voting representative, of Condominium building B-\_\_\_\_\_ and unit #\_\_\_\_\_, hereby constitute and appoint the Chairman of the Association, his designee, or \_\_\_\_\_, as nominee and proxy in the name and place of the undersigned, to appear, represent, and cast votes as specified herein at the General Meeting of On Top of the World Condominium Association, Inc. to be held on Thursday, June 15, 2023 at 11 AM at the East Activity Center, or any adjournment thereof. The proxy holder named above has the authority to vote and act for me to the same extent that I would if personally present, with full power of substitution, except that my proxy holder's authority is limited as indicated below.

Limited Powers: I hereby specifically authorize and instruct my proxy to cast my vote in reference to the following matters only as indicated below:

- 1. Should the reserves required by Paragraph 718.112(2)(f)(2), Florida State Statutes, be waived for the next fiscal year beginning July 1, 2023 and ending June 30, 2024?

**YES**, I vote to waive the requirement and \_\_\_\_\_ **DO NOT** want the reserves amount added to the monthly community service fee.

**NO**, I do not want to waive the \_\_\_\_\_ requirement and **DO** want the reserves amount added to the monthly community service fee.

**WAIVING RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.**

The undersigned ratify and confirm any and all acts and things that the proxy may do or cause to be done, whether at the meeting referred to above or at any change, adjournment or continuation of it, and revoke all proxies previously executed.

Dated: \_\_\_\_\_, 2023                      Condo Address: \_\_\_\_\_

\_\_\_\_\_  
Print Owner's Name

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Print Owner's Name

\_\_\_\_\_  
Owner's Signature

\*\*\*\*\*

**SUBSTITUTION OF PROXY**

The undersigned, appointed as proxy above, does hereby designate \_\_\_\_\_ to substitute for me in the proxy set forth above.

Dated: \_\_\_\_\_                                              Proxy Holder: \_\_\_\_\_

*This proxy is revocable by the unit owner and is valid only for the meeting for which it was given and any lawful adjournment. In no event is the proxy valid for more than ninety (90) days from the date of the original meeting for which it was given.*

**AFFIDAVIT OF POSTING**

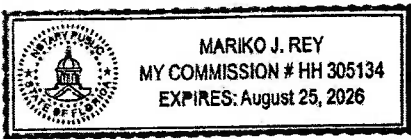
I, DESSA BARABBA, do hereby swear, that on May  
24th, 2023 at 2:20 a.m./p.m. a "Notice of General Meeting and Notice of Board of Administration Meeting" of the On Top of the World Condominium Association, Inc. to be held on Friday, June 15, 2023 at 11:00 a.m., was posted on the bulletin board in the East Activity Center at 2069 World Parkway Boulevard East, pursuant to Rule 11 of the Amended and Restated Rules of On Top of the World Condominium Association, Inc.

Dessa Barabba

STATE OF FLORIDA     )  
                                          )  
COUNTY OF PINELLAS    )

The foregoing document was acknowledged before me on this the 24 day of May, 2023 by Dessa Barabba who:

is personally known to me, or  
produced \_\_\_\_\_ as identification.



Mariko J. Rey  
Notary Public  
My Commission Expires: August 25, 2026

**Agenda Item 2 – Introduction of Board of Administration and guests**

Kenneth Colen, Chairman  
Chuck McAllister, Vice Chairman  
Guy Woolbright, Secretary-Treasurer  
Sharon Licata  
Leslee Colen  
Gail Sanders  
Jim O’Neil  
Virgil “Corby” Ratliff  
Mike Spodeck

In addition also present are:

Barrie Buenaventura, Association Counsel  
Dessa Barabba, General Manager, Management Company  
Patty Soriano, Assistant Secretary, Management Company, will be taking minutes of the meeting



**Agenda Item 3 – General Rules of Conduct**

Invite Association Counsel, Barrie Buenaventura, to present General Rules of Meeting Conduct



**Agenda Item 4 - Reading and approval of Minutes of the Last Meeting or Waiver of Reading of Minutes**

Members, we have the minutes the last Board Meeting held last year on June 17, 2022. Minutes are considered Official Records and are always available for your review.

Do I hear a motion from the floor to waive the reading of the Minutes of the June 17, 2022 meeting and approve them as presented?

Is there a second to that motion?

**MINUTES OF THE  
ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC.  
ANNUAL MEETING  
June 17, 2022**

The Annual Meeting of the On Top of the World Condominium Association, Inc. was held on June 17, 2022, at the East Activity Center Auditorium, 2069 World Parkway Blvd. East, Clearwater, FL, 33763. The meeting was also simultaneously broadcast on local Channel 732.

**FIRST ORDER OF BUSINESS**

**CALL TO ORDER; PROOF OF NOTICE**

Mr. Kenneth Colen, Chairman, called the meeting to order at 10:00 a.m. After the pledge of allegiance and a moment of silence, the Chairman noted proof of notice of the meeting (1) per a mailing sent to all owners on May 23, 2022, per a USPS Postage receipt; (2) the meeting agenda was also posted on the East Activity Center Association Bulletin Board on June 3, 2022, per an Affidavit of Posting, and (3) Email notices were sent to those residents who signed up to receive Association notices via email.

**SECOND ORDER OF BUSINESS**

**INTRODUCTION BOARD AND GUESTS**

Chairman Kenneth Colen then introduced the Board members Chuck McAllister, Vice Chairman, Guy Woolbright, Secretary-Treasurer, Leslee Colen, Virgil "Corby" Ratliff, Gail Sanders, Charles McAllister, James O'Neil and Michael Spodeck and stated a quorum was present. Sharon Licata was absent due to a medical condition. Guests in attendance included counsel, Barrie Buenaventura, Dessa Barabba, General Manager of the Management Company, and Patty Soriano, appointed assistant secretary to take the minutes of the meeting.

**THIRD ORDER OF BUSINESS**

**APPROVAL OF MINUTES FROM THE  
ANNUAL MEETING RECONVENED  
JANUARY 5, 2022**

Next, the Chairman requested a motion from the floor to waive the reading of the minutes of the January 5, 2022 continued Annual meeting and approve them as rendered. He reminded everyone that the minutes are always available for review by any member requesting them. A motion was then duly made and it was approved unanimously to waive the reading of the minutes of the meeting and approve them as rendered.

Mr. Colen then asked for anyone who was holding a ballot to raise their hand and a volunteer would collect them. He then mentioned that a committee of residents had been assembled in the back room to count the ballots, and that he would provide a report later in the meeting.

**FOURTH ORDER OF BUSINESS**

**UNIT OWNER COMMENTS**

Chairman Colen then stated there were four owners who requested to speak at this meeting.

Chairman Colen reminded owners that Rules 21(c) and Rule 22(c) permit owners to speak on specific agenda items of the member meeting and the Board meeting. In accordance with Rule 21(e) unit owners who so desire to speak may speak for a maximum time of three (3) minutes. In accordance with Rule

21(h) “shouting, profanity, or comments of a slanderous or derogatory nature, or otherwise disrupting the meeting shall not be permitted.

Chairman Colen stated that Douglas Westervelt, building 1, unit 64 had submitted a request to speak on the budget.

Mr. Westervelt approached the microphone and addressed the Board.

He stated his question relates to FY 2022-2023 budget for capital expenditures. Specifically he would like to know what the basis of the \$2,026,944 Capital Expenditures and Deferred Maintenance is for.

The Chairman called time and thanked Mr. Westervelt.

He then introduced the next speaker, Loyd Cunningham, building 94, unit 45 who requested to speak on the budget.

Mr. Cunningham then spoke regarding controlling costs at OTOW. Specifically item on elevator maintenance and support. A handout was presented to the Board. First request is for the Board to consider the elevator expenses. A number of years ago the Board considered bringing in elevator maintenance in house. Mr. Cunningham asks the Board to reconsider a vendor for maintenance and repairs, specifically in Building 94, as the elevators have been out of service and nonfunctional.

The Chairman called time and thanked Mr. Cunningham.

Next, Chairman Colen introduced Christine Zender, building 25, unit 49 who requested to speak on facility rules.

Ms. Zender then spoke on pool rules, specifically that the Board should consider changing time for guests under the age of 15 to use the pools. Currently children under 15 are able to use the pool from 12 – 4 p.m., which Ms. Zender stated is the busiest time of the day.

Chairman Colen thanked Ms. Zender for her comments.

Next, Chairman Colen introduced Leslie Cunningham, building 94, unit 45 who requested to speak on the budget.

Mrs. Cunningham introduced herself and provided her background. She spoke regarding consideration of removing gate security. She stated that we have many people who are vulnerable in the community and to go strictly to electronic monitoring is scary based on the world we currently live in. She asked what images are being monitored and who’s looking at the images? How long will this video be retained? She asked that the Board consider all alternatives.

Chairman Colen thanked Mrs. Cunningham for her comments.

He then introduced the next item on the agenda. He asked Guy Woolbright to report on the new form of budget and explain how we got here.

## **FIFTH ORDER OF BUSINESS**

## **REPORT OF THE BOARD OF ADMINISTRATION**

Mr. Woolbright then took the floor and stated that back in late 2019 that the Chairman had announced that one of the goals of the Board was to bring the Association into the 21st Century. He stated that in working with the State of Florida, Division of Condominium, Timeshares, and Mobile Homes, and ultimately with their final approval, the Association is now able to move away from the form of budgeting it had done since 1988.

He stated that the new form of budget provides great detail on service expenses, operating expenses, capital expenditures and deferred maintenance. In addition, the Individual building budgets now contain a page 2 which lists total units and ownership, along with the Assessment which is based on the percentage of common element detailed in each building Declaration. Finally, it shows monthly charge for reserves, unless a majority of members vote to waive them. Mr. Woolbright showed the new budget format with per unit per month fees noted and noted that all Members are assessed equally for all services and operations. He then showed the old form of budget.

Next Mr. Woolbright discussed where the increases would occur noting that the bulk service agreement for TV and Internet with Summit Broadband is approximately \$20, he stated that wages have increased that affects not only the Management Company, but also every vendor providing services to the Association. He noted that solid waste hauling has increased as well as roofing and painting. Finally, gate staffing is also increasing as well and the Association plans to bring in a new vendor to provide gate staffing services for this fiscal year.

Next Mr. Woolbright showed a slide on Gate Staffing and asked the Chairman if he had any comments.

Chairman Colen then stated that based on the outcome of the survey that almost 60% of the respondents do not see value in staffed gates. And that he suggests that at the Board meeting following this meeting that the Board propose to direct the Management Company to work up various alternatives. That once the Management Company has such alternatives, that a workshop be held to bring the pros/cons of each alternative and magnitude of costs to the residents. Finally, that a Board meeting be called to decide on final alternatives and magnitude of costs. Chairman Colen thanked residents and stated that all the questions submitted would be turned over to the Management Company as there were great suggestions that they may wish to consider. Upon completion, Chairman Colen turned the floor back to Mr. Woolbright.

Mr. Woolbright then discussed 2022-2023 planned improvements, including the paint schedule, roof schedule, Mansard replacements, building railing retrofits, and elevator cab refurbishments.

He showed slides detailing the in house services performed by the Management Company.

Mr. Woolbright then discussed insurance and the fact that the Association is obligated to provide coverage for adequate property insurance based on replacement cost of the property insured. He stated that Florida Statutes provide that an Association controlled by Unit Owners must use its best efforts to maintain adequate property insurance. Further that the Board must establish deductible limits each fiscal

year. Finally, he stated that the Association has a Wind Study prepared every year to evaluate the risk of loss that is known as RMS-18.1.

He then detailed the deductibles for the Association that did not change this budget year.

He showed an individual unit owner policy stating that unit owners are required to carry an HO-6 policy as the Association insures the structure. He showed pictures of losses caused by leaks and how the Association's coverage would restore a unit back to the drywall. He noted that the HO-6 policy would then cover all of the other items in the unit, including cabinets, toilets, sinks, basically everything you can touch including your appliances, flooring - these are the responsibility of the individual unit owner.

Upon completion, Mr. Woolbright then turned the meeting over to Dessa Barabba.

Ms. Barabba then spoke about recreational amenities and community information. She reviewed completed projects and planned projects for 2022-2023. Further indicating that project updates will be available in the On Top of the World News, Channel 32, the Building Center Core Bulletin boards, on the website [www.otowclearwaterinfo.com](http://www.otowclearwaterinfo.com) as well as through RAVE alerts.

She reviewed how to submit a service request and requesting water turn on/off service. Finally she reviewed the various services available at the Community Service Office.

Next she reviewed Community Standards, Use and Maintenance of Units and how to request modifications from the originally conveyed common element surface.

## **SIXTH ORDER OF BUSINESS**

### **MANAGEMENT COMPANY REPORT**

Ms. Barabba provided a Management Company report that included work completed from July 1, 2021 – March 31, 2022.

Next, Ms. Barabba provided that Summit Broadband updates and notices will continue to be posted on the website, at the Activity Centers, on Channel 732, OTOW Alerts (RAVE) and at each building. She stated that if unit Owners are going to be away that they should make arrangements to have their keys to a key holder who can provide access to their units during their absence.

Upon completion of her report, Ms. Barabba turned the meeting back to the Chairman.

Chairman Colen then reviewed general community information pertaining to recyclables, washer/dryer permits and inspections; possible time to replace your water heater, and provided various Water Alarms examples. He then discussed Association compliance for resales, rentals and property transfers as well as use of recreational facilities being limited to Owners or Association-Approved Tenants. Upon completion of this portion of the presentation, the next item was introduced.

## **SEVENTH ORDER OF BUSINESS**

### **VOTE ON WAIVER OF RESERVES**

Next, the Chairman thanked the Members of the Counting Committee for their assistance.

The committee's report was then provided to the Chairman who announced the vote count: 1,438 total Unit Owners voted on the matter of whether to waive reserves; 1,356 Unit Owners voted to waive

reserves; 117 Unit Owners voted to establish reserves; and the Counting Committee was unable to count 5 votes which were invalid for one reason or another. On the matter of gate staffing, 864 Unit Owners voted to do away with staffed gates and 583 Unit Owners voted to keep gates staffed.

#### **EIGHTH ORDER OF BUSINESS**

#### **WRITTEN QUESTIONS**

Mr. Colen then read and answered the written questions that had been submitted. Upon completion of the written questions, Chairman Colen introduced the next agenda item.

#### **NINTH ORDER OF BUSINESS**

#### **OTHER BUSINESS**

Chairman Colen then asked Barrie Buenaventura, Association counsel, to review the latest information on Senate Bill 4D.

Ms. Buenaventura stated that Florida legislature passed, and the Governor subsequently signed into law, Senate Bill 4D. This bill requires condominium associations to perform an inspection of all buildings 3 stories and higher that are 30 years old, and that the inspection be done again every 10 years thereafter. For On Top of the World, this first inspection must be completed by the end of 2024.

The inspection must be performed by a licensed, qualified engineer or architect. The purpose is to determine the general structural condition of the building including a determination of any necessary maintenance, repair or replacement of any structural component of the building.

The inspector must prepare a written inspection report that (1) identifies any unsafe or dangerous conditions, (2) recommends any remedial or preventive repair, (3) identifies any substantial structural deterioration, (4) it must include a structural integrity reserve study that states the estimated remaining useful life and the estimated replacement cost or deferred maintenance expense of the common elements that are required to be inspected, and (5) it must provide a recommended annual reserve amount based on the estimated replacement cost or deferred maintenance expense of each common element inspected.

Ms. Buenaventura concluded stating that unlike other reserves, as of December 31, 2024, an association cannot vote to waive these structural integrity reserves.

Upon conclusion, Ms. Buenaventura turned the meeting back to the Chairman.

Chairman Colen then asked if there was any further business to come before the meeting, hearing none, the next item was introduced.

#### **SEVENTH ORDER OF BUSINESS**

#### **ADJOURNMENT**

Chairman Colen then asked for a motion from the floor to adjourn the meeting. A motion was made and the meeting was adjourned at 12:00 p.m.

Respectfully submitted,  
Patty Soriano

**ON TOP OF THE WORLD  
CONDOMINIUM ASSOCIATION, INC.,**  
a Florida Not-For-Profit Corporation  
2069 World Parkway Blvd. East  
Clearwater, FL 33763

**BOARD OF ADMINISTRATION**  
Kenneth D. Colen, Chairman  
Charles McAllister, Vice Chairman  
C. Guy Woolbright, Secy-Treas.  
Sharon Licata  
Leslee Colen  
Gail Sanders  
James F. O'Neil  
Virgil C. Ratliff  
Michael Spodeck

**NOTICE OF ANNUAL MEETING AND BOARD OF ADMINISTRATION MEETING**

Date: **Friday, June 17, 2022**  
Time: **10:00 AM**  
Venue: **East Activity Center Auditorium or via Channel 732/YouTube**

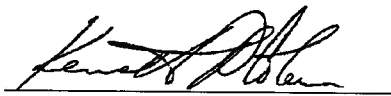
**ANNUAL MEETING AGENDA**

1. Call to order, proof of notice of meeting
2. Introduction of Board of Administration and guests
3. Approval of minutes of last meeting or waiver of reading of minutes
4. Unit Owner comments per Rule 21
5. Report of the Board of Administration
6. Management Company Report
7. Vote on Waiver of Reserves and Gate Staffing
8. Written Questions of Unit Owners
9. Other Business
10. Adjournment

**The Board of Administration Meeting will be held immediately following the Annual Meeting on June 17, 2022.**

**BOARD MEETING AGENDA**

1. Call to order, proof of notice of meeting
2. Approval of minutes of last Board of Administration meeting
3. Unit Owner comments per Rule 22
4. Resolution 2022-01 – Consideration of adoption of Budget for fiscal year July 1, 2022 through June 30, 2023
5. Resolution 2022-02 – Consideration of adoption of insurance deductibles
6. Resolution 2022-03 – Consideration of Implementing the Association's statutory powers to suspend rights of unit owners, occupants and guests to use common facilities and to suspend rights of members to vote when payments due the Association are more than 90 days delinquent, as provided in Section 718.303, *Florida Statutes*
7. Resolution 2022-04 – Consideration of adoption of Amendments to SCA Facilities Rules and Regulations
8. Resolution 2022-05 – Consideration of adoption of changes to the Amended and Restated Rules and Regulations of the Community
9. Report on Unit Owners Vote on Waiver of Reserves
10. Other Business
11. Adjournment

  
Kenneth D. Colen, Chairman

**AFFIDAVIT OF POSTING**

I, CORNELIA KINAUER, do hereby swear, that on \_\_\_\_\_  
JUNE 3rd, 2022 at 08:45 a.m./p.m. a "Notice of Annual Meeting and Notice of Board of Administration Meeting" of the On Top of the World Condominium Association, Inc. to be held on Friday, June 17, 2022 at 10:00 a.m., and Channel 732, was posted on the bulletin board in the East Activity Center at 2069 World Parkway Boulevard East, pursuant to Rule 11 of the Amended and Restated Rules of On Top of the World Condominium Association, Inc.

C. Kinauer

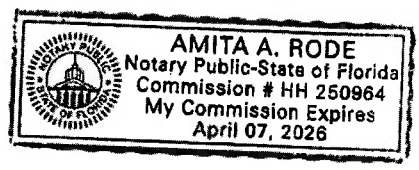
STATE OF FLORIDA     )  
                                          )  
COUNTY OF PINELLAS    )

The foregoing document was acknowledged before me on this the 3<sup>RD</sup> day of JUNE, 2022 by CORNELIA KINAUER who:

is personally known to me, or  
produced \_\_\_\_\_ as identification.

Amita A. Rode  
Notary Public

My Commission Expires:  
4/7/2026





**Agenda Item 5 – Report of Board of Administration**

Begin presentation.

Presentation will be posted online after the meeting at  
[OTOWClearwaterinfo.com/Association/Meetings](http://OTOWClearwaterinfo.com/Association/Meetings)

- Operating Budget
  - after item presented, there are requests to speak on this topic received of Douglas Westervelt and Ann LaMell
- Insurance
- Summit Broadband
  - after item presented, there is a request to speak on this topic received of Stacy Rush
- Amazon Hub

June 05, 2023

On this date Personally Delivered, plus  
also mailed via USPS Certified Mail to the:

On Top of the World Condominium Association- Clearwater (OToWCA-C herein)  
2069 World Parkway Blvd. East, Clearwater, FL 33763

To the attention of: C.G. Woolbright, Secretary and Treasurer, OToWCA-C.

I am Douglas Westervelt, owner of a On Top of the World Condominium Association- Clearwater  
condominium, which is in Building #1, condominium number 64.

**In regard to the General Meeting of the On Top of the World Condominium Association- Clearwater,  
to be held on June 15, 2023 beginning at 11:00 AM,**

**I hereby ask the 3 inter-related questions written below to be answered during conduct of  
Agenda matter 9.**

**Furthermore:** as per the OToWCA-C Rules, and per the Board's published Agenda matter "10. Other  
Business" for this Meeting,

I hereby reserve asking to be invited to speak to both the Board and the Association's Members on these 3  
inter-related questions matters written below; perhaps or perhaps not speaking in response **after an  
appropriate Board member has answered my 3 questions, as Agenda matter 9 provides.**

Referenced to both this current 2022-2023 fiscal year's still ongoing same costs budget & assessments basis,  
repeated now again according to your Board's next fiscal year's 2023-2024 individual buildings costs  
budgets, **which dictate our assessments to again be voted by your Board,**  
there are **26 individual costs line items** listed as, or under, 5 categories of costs, that are your Board's budgeted  
costs for: 1) "Bulk Service TV and internet; 2) Management Fees; 3) Maintenance Expenses; 4) Operating Expenses;  
and 5) Capital Expenditures and Deferred Maintenance".

My 1<sup>st</sup> question is: **as 24 of your Board's 26 line items costs for FY 2023-2024 are either \$33 per  
month, or an exact even multiple thereof, do all of your Board's Members allege, as  
fiduciaries for us, our Association's actual Members, that your Board's costs budgets, and  
so your assessments, are facts referenced to our Association's true, actual and fair costs to  
operate, maintain, and provide services for our OToWCA-C? Yes or no?**

**Or, is your Board's Members appearance in this regard, correct? That is, are your  
Board's present and FY 2023-2024 costs budgets nothing more than they  
appear to be, which is mere contrivances via merely made-up concocted  
plugged numbers? Yes or no?** (As only 2 of 26 budget line items appear to be true and fair. These 2 line  
items are: your Board's FY 2023-2024 budget for: 1<sup>st</sup>) our Association's Division of Condominiums fee, plus 2<sup>nd</sup>) for  
Summit's bulk TV and internet service, which you have explained in details provided, labeled Schedule 1.)

And my related **question 2** is:

as all of your Board's 26 budget line items have facts basis of **costs actually paid**, which are recorded, so  
known by either Management Enterprises, and/or Parkway Maintenance, and/or perhaps On Top of the  
World Communities-Clearwater, and also ought be reflected in the OToWCA-C audited financial statements,  
**why don't our annual costs budgets reflect actual costs if this is what the  
Board votes as basis for Members assessments??**

My related question 3 is: **will your Board's auditor's report for OToWCA-C for this  
current FY 2022-2023 itemize the actual costs paid by the Association matched  
to your Board's 5 categories and 26 line items of the your Board's FY 2022-2023  
budgeted costs and Members assessments? Yes or no?**

*D. Westervelt*

June 5, 2023

Postscript:

In reference to:

1<sup>st</sup>, a Board Member answering my 3 written questions, also dated today, enclosed herein,

and 2<sup>nd</sup>,

my possible speaking to both Board Members and Association Members as to the Board's answers to these 3 questions at the Board's General Meeting for OToWCA-C Members to be held on June 05, 2023,

I hereby request that an OToWCA-C Member of my designation be authorized to video and audio record both.

i am, *Douglas Westervelt*, a Member of the OToWCA-C.

**Subject:** request for upcoming meeting on June 15

**From:** Ann LaMell <amlamell@comcast.net>

**Date:** Wed, Jun 07, 2023 6:07 pm

**To:** "associationinfo@otowfl.net" <associationinfo@otowfl.net>

**Cc:** "610sixpak@gmail.com" <610sixpak@gmail.com>

On 06/07/2023 6:02 PM EDT Ann LaMell <amlamell@comcast.net> wrote:

I have two requests for the upcoming meetings on June 15, 2023.

1. I would like to have 3 minutes to speak at the general meeting on agenda item 5a
2. I would like permission to record both the general meeting and the board meeting that will follow. (I will have assistance to set up recording).

Please send me acknowledgement of receipt of this as well as a notification of approval if needed for recording purposes as well as approval to have 3 minutes to address the board.

Regards .....

Ann LaMell  
2221 Norwegian Drive #25  
Building #90  
Clearwater FL

[amlamell@comcast.net](mailto:amlamell@comcast.net)  
610.207.0985

[Print](#) | [Close Window](#)

**Subject:** 5/15/2023 meeting

**From:** Stacy Rush <stacyrush659@gmail.com>

**Date:** Wed, May 24, 2023 11:47 am

**To:** associationinfo@otowfl.net

I will be speaking at meeting in reference to Summit Board band. I understand it is on agenda.

Thank you

Stacy Rush

#60 #61

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**Agenda Item 6 – Management Company Report**

Dessa Barabba to present the Management Company Report

**Agenda Item 7 – Lease Agreement between SCA Amenities, LLC and the Association**

The attached Lease Agreement was approved by the non-conflicted directors of the Board of Administration on July 14, 2022. Because of the potential conflict of interest, per F.S. 718.3027 and 617.0832, the Lease Agreement must be disclosed to the members at the next member meeting, which is June 15, 2023.

This Lease Agreement gives the Association the right it needs to conduct bingo games and specifies the conditions under which bingo games are conducted to make the bingo games compliant with the statutory requirements. The conditions include, for example, a limit on the number of days per week bingo can be played, that it can't be a profit-making enterprise that all money has to be given out in prizes, etc. The requirements are outlined in the Lease. This is at no cost to the Association as the cost is deemed to be included in the monthly CSF.



## LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into this 15th day of July, 2022 (the "Effective Date"), by and between SCA PINELLAS AMENITIES, LLC, a Florida limited liability company (the "Landlord") whose mailing address is 8445 SW 80<sup>th</sup> Street, Ocala, Florida 34481, and ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC., a Florida not for-profit corporation (the "Association" or the "Tenant") whose mailing address is 2069 World Parkway Boulevard East, Clearwater, Florida 33763. The Landlord and Tenant are sometimes collectively referred to as the "Parties" and individually as a "Party."

### RECITALS

A. Tenant desires, and Landlord hereby agrees, to enter into this Lease and to lease the Premises to Tenant for the Permitted Purpose (as defined herein) and subject to the terms, covenants, agreements and conditions set forth herein.

B. It is expressly understood that Landlord does not intend to conduct bingo games and Landlord shall not be construed or held to be a member, partner or associate of the Tenant in the conduct and operation of such bingo games.

C. It is expressly understood that Tenant will comply with all Applicable Laws, as defined herein.

D. Landlord and Tenant entered into that certain Recreational Use and License Agreement (the "Recreational Use and License Agreement"), which provides the Association's members a license to use certain recreational facilities within which the Premises are located, subject to the terms and conditions of the Recreational Use and License Agreement.

NOW, THEREFORE, in consideration of the terms, covenants and conditions contained in this Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant mutually agree as follows:

1. **DEFINITIONS.** Unless the context otherwise specifies or requires, the following terms shall have the meanings herein specified:

a. "Applicable Law" shall mean any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated, applicable to bingo games to be held by condominium associations and/or not-for-profit organizations within Pinellas County, Florida, including but not limited to Section 849.0931, Florida Statutes.

b. "Board" shall mean the Board of Administration of the Association.

c. "Permitted Purpose" shall mean only the conduct of bingo games in accordance with Applicable Law.



d. "**Term**" means a period of one (1) year, commencing as of the Effective Date of this Lease, after which this Lease shall be automatically renewed for successive periods of one (1) year (each, considered a renewal "Term") following the initial Term and any renewal(s) thereof, unless and until a party terminates this Lease in accordance with the provisions of Section 4 below.

## 2. USE OF PREMISES.

a. The Landlord leases and demises unto the Tenant, and the Tenant rents and hires from the Landlord, the clubhouse meeting room of the East Activity Center (the "**Premises**") which is located at 2069 World Parkway Boulevard, Clearwater, Florida 33763. It is expressly understood that Tenant shall not have an ownership interest in the leased Premises and ownership at all times shall be retained by Landlord. This Lease and Tenant's use of the Premises is subject to the terms and conditions of the Recreational Use and License Agreement.

b. Tenant and its members shall have the right to use and occupy the Premises for the Permitted Purpose part-time no more than two (2) days per week, and on such days and times as requested by the Board, or its designee, and approved by Landlord, which approval shall not be unreasonably withheld. Prior to the Effective Date of this Lease, Landlord has approved the initial proposed schedule of Tenant's use of the Premises for the Permitted Purpose (the "**Approved Use Schedule**"). To the extent Tenant desires to modify the days and/or times designated for its use of the Premises, the Board, or its designee, shall request in writing Landlord's approval of any such modification to the Approved Use Schedule. Notwithstanding anything contained in this Lease, Tenant shall only have the right to possession of the Premises for the Permitted Purpose on such dates and times as set forth in the Approved Use Schedule.

c. Tenant and its members shall not do anything in or about the Premises which is prohibited by any Applicable Law.

d. The games of bingo must be conducted and operated within the regulations outlined in Section 849.0931, Florida Statutes, and all other Applicable Law. Without limitation of the foregoing, Tenant must:

i. Return all the proceeds from games of bingo to the players in the form of prizes, after deducting the actual business expenses for the operation, conduct, and playing of bingo;

ii. Operate bingo on no more than two (2) days per week;

iii. Limit jackpots to \$250.00 per game and limit jackpots to no more than three (3) per day;

iv. Limit all other game prizes to \$50.00;

v. Designate in writing to the Landlord up to three (3) members of the Tenant who are permitted to conduct the games of bingo, one (1) of whom must be present during the entire session of bingo;

vi. Post in a conspicuous place on the Premises (in an area approved by Landlord) a notice stating the name of the Association and detailing which designated member or members are responsible for the operation of the bingo games; and

vii. Not permit anyone under eighteen (18) years of age to play or be involved in the conduct of bingo games.

3. **RENT.** The "**Rent**" under this Lease shall mean the "Access and Use Fee" paid to Landlord pursuant to and as defined in the Recreational Use and License Agreement. Tenant shall make such payments to Landlord in accordance with the Recreational Use and License Agreement. Rent shall be considered late if not received by the tenth (10<sup>th</sup>) day of a calendar month as provided in the Recreational Use and License Agreement. Failure of Tenant to make any such payment(s) shall be deemed an event of default hereunder. The Parties acknowledge and agree the Rent is based on the reasonable, fair market value for the use of the Premises and Landlord shall not, directly or indirectly, determine the fees paid by Tenant for the use of the Premises based upon the collection of bingo game proceeds.

4. **LEASE TERM; TERMINATION.** As noted above, each Term under this Lease shall be a period of one (1) year, commencing as of the Effective Date of this Lease, after which this Lease shall be automatically renewed for successive periods of one (1) year following the initial Term and any renewal(s) thereof, unless and until a party terminates this Lease in accordance with the provisions hereof. Upon written notice by either party given to the other not less than sixty (60) days prior to the end of the Term or any then-current extension thereof, this Lease shall, at the election of the party giving such notice, be terminated effective as of the end of the then-current Term. Notwithstanding anything contained herein to the contrary, in the event the Recreational Use and License Agreement is terminated and/or cancelled, this Lease shall automatically terminate (without further action from the Parties) effective as of the date of such termination and/or cancellation of the Recreational Use and License Agreement.

5. **QUALIFICATIONS OF TENANT.** Tenant affirmatively represents that it meets the qualifications necessary under Section 849.0931, Florida Statutes, to conduct bingo, including:

a. Tenant is a Florida not-for-profit corporation and a condominium association eligible for the annual exemption under Section 528 of the Internal Revenue Code of 1986, as amended; and

b. Tenant has been in existence and active for a period of at least three (3) consecutive years prior to the execution of this Lease.

6. **UTILITIES.** Landlord shall make available to the Premises access to water, sewer, waste removal and electric utility services to the extent such services are currently available at the Premises as of the Effective Date. The cost for use of such utilities by Tenant and its members shall be included as a part of the amount of Rent set forth above. Landlord shall not be liable, nor shall Rent be abated, because of any interruption or cessation of utility services not within Landlord's control.

7. **ASSIGNMENT; SUBLETTING.** Tenant shall not, directly or indirectly, assign or sublet under this Lease or any part thereof.

8. **USE OF FACILITIES; REGULATIONS.** Tenant may use any furniture or personal property within the Premises in connection with the Permitted Purpose. Tenant shall not make any permanent improvements to the Premises, and Tenant shall never, under any circumstances, have the power to subject the Premises or the interest of Landlord in the Premises to any mechanics' or materialmen's liens or liens of any kind nor shall any provision in this Lease ever be construed as empowering Tenant to encumber the title or interest of Landlord in the Premises. All personal property belonging to the Tenant and temporarily located in the Premises shall be and remain at Tenant's sole risk of loss. Tenant shall not leave any personal property on the Premises without the consent and approval of Landlord. Tenant shall clean up all trash and debris after each use of the Premises. Tenant shall not commit, or allow to be committed, any waste on the Premises, create or allow any nuisance to exist on the Premises, or use or allow the Premises to be used for any unlawful purposes or in a manner inconsistent with the requirements of Section 849.0931, Florida Statutes and all other Applicable Law. Tenant shall promptly comply with all statutes, ordinances, rules, orders, regulations of all governmental agencies and any and all of their departments and bureaus, applicable to the Premises for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with the Premises during the term of the Lease. The Parties shall also promptly comply with and execute all rules, orders and regulations of the Fire Underwriters Association for the prevention of fires and with the American with Disabilities Act.

9. **INSURANCE.** Tenant shall, at its own expense, carry during the entire term of this Lease and any extension hereof, liability insurance in the form customarily written for the protection of owner-landlords and tenants against personal and bodily injury and Premises damage. Such policy shall identify Landlord as an additional named insured and establish the Tenant's policy as the primary coverage over any insurance carried by the Landlord for liability arising directly from Tenant's use of the Premises for the Permitted Purpose during the limited time periods provided for in this Lease. Landlord shall maintain hazard insurance covering the Premises and all other improvements located on the Premises in an amount insuring the replacement value thereof.

10. **SUSPENSION; CASUALTY.** In the event impossibility or impracticability of performance is incurred by Landlord (as reasonably determined by Landlord) because the Premises or a substantial part thereof is destroyed, damaged or rendered unfit for occupancy or the Premises become "unavailable," then this Lease shall be suspended and Landlord shall return to Tenant any advance payment of Rent (prorated daily), and upon such payment there shall be no further liability or obligation of either party under this Lease.

Notwithstanding the foregoing, in such event, this Lease shall not be deemed "terminated" (despite no use of the Premises and abatement of Rent) if such termination would have the effect of invalidating any Lease which is dependent on a one-year term in order to be valid under the provisions of Section 849.0931(11), Florida Statutes, and in that event, this Lease shall be deemed "suspended" until the date on which the one-year term of such Lease will expire. The term "unavailable" as used in this Section means, as reasonably determined by Landlord, any casualty affecting the use of the Premises, 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 Landlord to make the Premises available for use. Notwithstanding anything contained herein to the contrary, Landlord shall have the right to temporarily close the Premises for repairs, remodeling, construction work or other maintenance or repair work, and such temporary closure of the Premises for remodeling, construction work or other maintenance or repair shall not render the Premises "unavailable," but Rent shall be abated and prorated. If Landlord repairs or restores the Premises pursuant to the provisions of this Section, the Rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated. Except for abatement of Rent, Tenant shall have no claim against Landlord as a result of any such damage. Furthermore, notwithstanding anything above to the contrary, Tenant shall not be entitled to any abatement of Rent if such damage is in any way caused by Tenant.

11. **LANDLORD'S USE AND RIGHT OF ENTRY.** Landlord, or any of its agents, without notice, shall have the right to enter the Premises during all reasonable hours to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or to exhibit the Premises at any time. Landlord shall not exercise its rights under this paragraph in such a manner as would result in a disruption of Tenant's use and enjoyment of the Premises for Tenant's purposes. Notwithstanding anything contained in this Lease, Tenant shall only have the right to possession of the Premises for the Permitted Purpose on such dates and times as set forth in the Approved Use Schedule.

12. **TRANSFERS BY LANDLORD.** Landlord shall have the right to sell the Premises, subject to the rights of the Parties pursuant to this Lease and the Opportunity to Purchase Agreement dated December 17, 2021. Tenant shall at any time and from time to time within ten (10) days after written notice from the Landlord, execute, acknowledge, and deliver to the Landlord a statement in writing certifying that this Lease is in full force and effect, setting forth and confirming any amendments hereto, stating the amount of rental paid hereunder, and the date to which rental payments have been made. Any such statement may be relied upon by any mortgagee or prospective purchaser of any portion or all of the Premises.

13. **AMENDMENT; WAIVER; APPROVAL; CONSENT.** This Lease constitutes the entire agreement between the Parties. This Lease shall not be amended or modified except in writing signed by both Parties. Failure of a Party to exercise any of its rights in one or more instances shall not be construed as a waiver of that Party's right to strict

performance of such rights or as to any subsequent breach of any such rights. Wherever this Lease requires either the Landlord's consent or approval, such consent and approval shall only be deemed given when in writing and such approval and consent shall not be unreasonably withheld.

14. **INSPECTION OF DOCUMENTS.** Tenant shall maintain all documents held or maintained by Tenant relating to the conduct of bingo games held by charitable organizations, including but not limited to any financial information relating to Tenant's facilitation of the conduct of bingo games held by charitable organizations, and any other documents that may be required to verify compliance with Florida Statute 849.0931. Tenant shall provide for physical inspection all such documents by Landlord upon request.

15. **BINGO NOT AUTHORIZED.** If either Party develops concern that any provision of this Lease violates or may violate any applicable federal or state laws, then such Party shall immediately notify the other Party in writing of such concern and the specific activities giving rise to such concerns. The Parties then shall negotiate in good faith to amend this Lease to bring it in compliance with applicable law. It is further understood and agreed that in the event the right to conduct and operate bingo games by the Tenant shall be adjudged, decreed, held, or ruled to be invalid by any lawful authority of the State of Florida, the Lease shall be immediately invalidated and terminated.

16. **AUTHORITY OF LANDLORD AND TENANT.** Each Party does hereby warrant that it has full and lawful authority to execute this Lease and will comply in all respects with the terms and conditions thereof. The undersigned agent for each Party is vested with the authority to sign this Lease and to thereby bind, in all respects, its Party.

17. **NOTICES.** All notices provided hereunder shall be sent by hand delivery or by certified mail, return receipt requested, to the addresses set forth above.

18. **SEVERABILITY.** The parties intend this Lease to be legally valid and enforceable in accordance with all of its terms to the fullest extent permitted by law. If any term hereof shall be invalid or unenforceable, the parties agree that such term shall be stricken from this Lease, the same as if it never had been contained herein. Such invalidity or unenforceability shall not extend to any other term of this Lease, and the remaining terms hereof shall continue in effect to the fullest extent permitted by law, the same as if such stricken term never had been contained herein. Notwithstanding the aforementioned, if any term of this Lease shall be invalid or unenforceable, and if striking such term from this Lease would substantially and adversely affect the amount of Rent to be received by Landlord or the nature of its obligations to Tenant, or otherwise affect the economic bargain agreed to by Landlord in this Lease, Landlord shall have the option to terminate this Lease upon not less than thirty (30) days' notice to Tenant.

19. **TIME.** Time is of the essence of this Lease and applies to all terms and conditions contained herein.

20. **SUCCESSORS AND ASSIGNS.** This Lease and all provisions, covenants, and conditions hereof shall be binding upon and inure to the benefit of the legal

representatives or successors of the Parties hereto, except that no person, firm, corporation, nor court officer, holding under or through Tenant in violation of any of the terms, provisions, or conditions of this Lease, shall have any right, interest, or equity in or to this Lease, the terms of this Lease or the Premises covered by this Lease.

21. **GOVERNING LAW.** 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.

22. **SURRENDER OF PREMISES.** Tenant agrees to surrender to Landlord, at the end of the Term or upon any termination of this Lease, the Premises in as good condition as the Premises were at the date hereof, ordinary wear and tear not caused by Tenant's negligence excepted. Tenant agrees that if Tenant does not surrender to Landlord the Premises at the end of the term of this Lease, or upon any cancellation of the term of this Lease, then Tenant will pay to Landlord all reasonable and documented damages, including fees and costs, the Landlord may suffer on account of Tenant's failure to so surrender to Landlord possession of the Premises.

23. **ATTORNEYS FEES.** In the event of any dispute, litigation, or other proceeding between the Parties arising out of this Lease, to enforce any provision of this Lease, 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 shall survive termination of this Lease.

24. **WAIVER OF TRIAL BY JURY.** IT IS MUTUALLY AGREED BY AND BETWEEN LANDLORD AND TENANT THAT THE RESPECTIVE PARTIES HERETO SHALL AND HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

**"TENANT"**

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

By: 

Name: Charles McAllister

Title: Vice Chairman

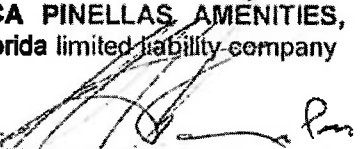
Date: July 15, 2022

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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

**"LANDLORD"**

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

By:   
Name: Kenneth D. Cohen  
Title: President  
Date: 02/19/2022



On Top of the World Condominium Association, Inc.

Bingo

On Top of the World Condominium Association, Inc., (the "Association") has made arrangements for bingo to be played in the clubhouse meeting room of the East Activity Center located at 2069 World Parkway Boulevard. Until further notice, bingo games may be conducted once per week on Monday's at 6:00 p.m. as described below.

The Association has designated Association members Diane Like, Cindy Stone, and Lucille Greenhalgh (the "Designated Members") to conduct bingo games. In order to comply with the Lease Agreement with SCA Pinellas Amenities, LLC, dated July 15, 2022, with Section 849.0931, F.S., and with all other applicable law, the Designated Members must conduct bingo games in the following manner:

1. Return all proceeds from games of bingo to the players in the form of prizes, after deducting the actual business expenses for the operation, conduct, and playing of bingo, such as but not limited essential bingo game materials and light refreshments provided at bingo games;
2. Operate bingo no more than one (1) day per week;
3. Limit jackpots to \$250.00 per game and limit jackpots to no more than three (3) per day;
4. Limit all other games prizes to \$50.00;
5. At least one of the Designated Members must be present during the entire session of bingo every time it is played, and the Designated Members must inform the Association if they no longer desire to conduct bingo games;
6. Ensure the notice stating the name of the Association and detailing which Designated Members are responsible for the operation of the bingo games is continuously posted in a conspicuous place in the clubhouse meeting room where bingo games are authorized to be conducted; and,
7. Not permit anyone under eighteen (18) years of age to play or be involved in the conduct of bingo games.

I have read the above requirements for conducting bingo games at the On Top of the World condominium community and agree to comply with them.

Sign: Diane Like

Print: DIANE LIKE

Date: 9-2-2022

On Top of the World Condominium Association, Inc.

Bingo

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7. Not permit anyone under eighteen (18) years of age to play or be involved in the conduct of bingo games.

I have read the above requirements for conducting bingo games at the On Top of the World condominium community and agree to comply with them.

Sign: Cindy Stone  
Print: Cindy Stone  
Date: 9/2/22

On Top of the World Condominium Association, Inc.

Bingo

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7. Not permit anyone under eighteen (18) years of age to play or be involved in the conduct of bingo games.

I have read the above requirements for conducting bingo games at the On Top of the World condominium community and agree to comply with them.

Sign: Lucille Greenhalgh  
Print: Lucille Greenhalgh  
Date: Sept. 2, 2022

# OTOW MARATHON BINGO

1 \_\_\_\_\_ **BONANZA** \_\_\_\_\_ **\$150**

\*\*\* **PULL TAB** \_\_\_\_\_ **\$150 / \$50**

2 **REGULAR BINGO** \_\_\_\_\_ **BLUE PAPER** \_\_\_\_\_ **\$70**

3 **LETTER "H"** \_\_\_\_\_ **BLUE PAPER** \_\_\_\_\_ **\$90**

4 **REGULAR BINGO** \_\_\_\_\_ **ORANGE PAPER** \_\_\_\_\_ **\$70**

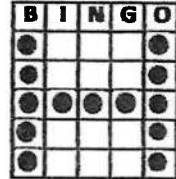
5 **CRAZY "L"** \_\_\_\_\_ **ORANGE PAPER** \_\_\_\_\_ **\$90**

6 **REGULAR BINGO** \_\_\_\_\_ **GREEN PAPER** \_\_\_\_\_ **\$70**

7 **PLUS SIGN** \_\_\_\_\_ **GREEN PAPER** \_\_\_\_\_ **\$90**

8 **TRIANGLE** \_\_\_\_\_ **LIGHT SIDE** \_\_\_\_\_ **\$100**

9 **TRIANGLE** \_\_\_\_\_ **DARK SIDE** \_\_\_\_\_ **\$150**



## LUNCH BREAK

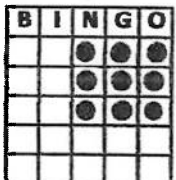
10 \_\_\_\_\_ **DUAL DAB** \_\_\_\_\_ **\$150**

11 **REGULAR BINGO** \_\_\_\_\_ **YELLOW PAPER** \_\_\_\_\_ **\$70**

12 **LETTER "T" 4 WAYS** \_\_\_\_\_ **YELLOW PAPER** \_\_\_\_\_ **\$90**

13 **REGULAR BINGO** \_\_\_\_\_ **PINK PAPER** \_\_\_\_\_ **\$70**

14 **FLOATING "9" PACK** \_\_\_\_\_ **PINK PAPER** \_\_\_\_\_ **\$90**



### REGULAR BINGO - 8 WAYS TO WIN



Postage Stamp  
any corner



Large Diamond



4 Corners



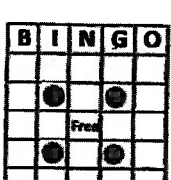
Vertical



Horizontal



Diagonal



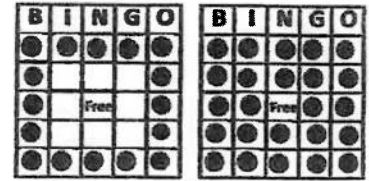
Inside 4 Corners



Small Diamond

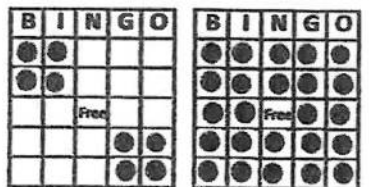
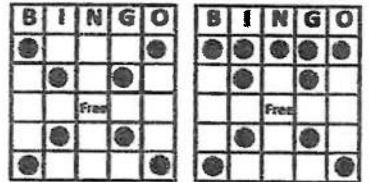
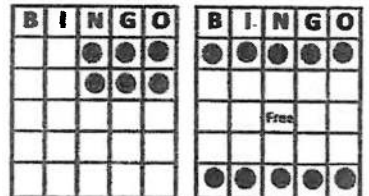
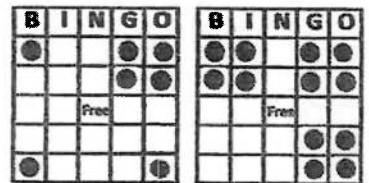
## GREEN 4 ON SPECIAL

- 15 **LARGE FRAME** \_\_\_\_\_ **\$100**
- 16 **COVERALL** \_\_\_\_\_ **\$150**
- 17 **REGULAR BINGO** \_\_\_\_\_ **GRAY PAPER** \_\_\_\_\_ **\$70**
- 18 **DOUBLE BINGO** \_\_\_\_\_ **GRAY PAPER** \_\_\_\_\_ **\$90**
- 19 **REGULAR BINGO** \_\_\_\_\_ **LIME PAPER** \_\_\_\_\_ **\$70**
- 20 **B-AND-O ROWS** \_\_\_\_\_ **LIME PAPER** \_\_\_\_\_ **\$90**

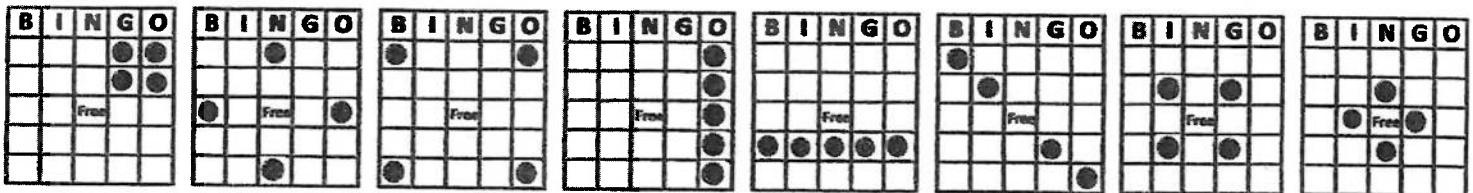


## RED 4 ON SPECIAL

- 21 **BASEBALL** \_\_\_\_\_ **\$100**
- 22 **3 STAMPS** \_\_\_\_\_ **\$150**
- 23 **FLOATING 6 PACK** \_\_\_\_\_ **BROWN PAPER** \_\_\_\_\_ **\$70**
- 24 **TOP AND BOTTOM** \_\_\_\_\_ **BROWN PAPER** \_\_\_\_\_ **\$90**
- 25 **LETTER "X"** \_\_\_\_\_ **RED PAPER** \_\_\_\_\_ **\$70**
- 26 **PICNIC TABLE** \_\_\_\_\_ **RED PAPER** \_\_\_\_\_ **\$90**
- 27 **BOW TIE** \_\_\_\_\_ **PURPLE PAPER** \_\_\_\_\_ **\$100**
- 28 **JACKPOT** \_\_\_\_\_ **PURPLE PAPER** \_\_\_\_\_ **\$200**



## REGULAR BINGO - 8 WAYS TO WIN



Postage Stamp  
any corner

Large Diamond

4 Corners

Vertical

Horizontal

Diagonal

Inside 4 Corners

Small Diamond

<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>
<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>
<b>33</b>	<b>34</b>	<b>35</b>	<b>36</b>	<b>37</b>	<b>38</b>	<b>39</b>	<b>40</b>	<b>41</b>	<b>42</b>	<b>43</b>	<b>44</b>	<b>45</b>
<b>48</b>	<b>49</b>	<b>50</b>	<b>51</b>	<b>52</b>	<b>53</b>	<b>54</b>	<b>55</b>	<b>56</b>	<b>57</b>	<b>58</b>	<b>59</b>	<b>60</b>
<b>63</b>	<b>64</b>	<b>65</b>	<b>66</b>	<b>67</b>	<b>68</b>	<b>69</b>	<b>70</b>	<b>71</b>	<b>72</b>	<b>73</b>	<b>74</b>	<b>75</b>

# **On Top of the World Condominium Association, Inc.**

## **NOTICE**

The Association has designated the following members to be responsible for conducting bingo games in accordance with Association requirements:

Diane Like

Cindy Stone

Lucille Greenbalgh

At least one of these designated members must be present at all times during bingo games. If at least one of these three members is not present, bingo games must be suspended.

Bingo may not be played outside of the day and time designated by the Association, currently Monday's at 6:00 p.m.

**Agenda Item 8 – Vote on Waiver of Reserves**

Request official vote on Waiver of Reserves, once received, recite votes received

Request to speak received of Stacy Rush



[Print](#) | [Close Window](#)

**Subject:** Re: 6/15/2023

**From:** Stacy Rush <[stacyrush659@gmail.com](mailto:stacyrush659@gmail.com)>

**Date:** Wed, May 24, 2023 12:20 pm

**To:** [associationinfo@otowfl.net](mailto:associationinfo@otowfl.net)

Opps my apologies. I will speak on Summit and then on reserves. Yes and thank you.

On Wed, May 24, 2023 at 12:19 PM Stacy Rush <[stacyrush659@gmail.com](mailto:stacyrush659@gmail.com)> wrote:

I see an amended agenda. If so then I speak on reserves. This way whichever agenda I will properly be on task.

Am I to understand that the agenda involving Summit is no longer valid?

Stacy Rush  
#60 # 61

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**Agenda Item 9 – Written Questions of Unit Owners submitted prior to meeting**

Written Questions submitted in advance of the meeting follow

Trish Lawrence has requested to speak on 4 questions

[Print](#) | [Close Window](#)

**Subject:** Voting

**From:** Lucille Gerardo <lgerardo444@gmail.com>

**Date:** Tue, Jun 06, 2023 10:46 am

**To:** associationinfo@otowfl.net

Will the Board consider changing annual meetings and voting dates to a time when a majority of residents are present? Example: January. If it presents an inconvenience, will the Board consider the budget to begin January - December of each year. When there's a willingness for change, all things are always possible. Thank you for all the Board does to operate OTOTW.

Sent from my iPhone Lucille Gerardo

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ASSOCIATION OF HOA BOARD,

On page 4 **FINAL POINTS**

Your Board consist of both residents and *seasoned professionals*...

On Top of the World Clearwater which has a population just below the *median for a city in Florida*



QUESTIONS: 1. What is a *seasoned professionals* ?

2. Who and how many (*seasoned professionals*) are there on the Board ?

3. What is the # or population for a *median city in Florida* ?

MARK HALLAM

37-20

A handwritten signature in black ink, appearing to read "Mark Hallam". The signature is fluid and cursive, with a long horizontal stroke at the end.

[Print](#) | [Close Window](#)

**Subject:** Question for OTOW Board

**From:** PS Marketing <ps360marketing@gmail.com>

**Date:** Fri, Jun 02, 2023 9:38 am

**To:** otow board questions <associationinfo@otowfl.net>

**Attach:** IMG\_20230528\_090806.jpg

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14-fspl-post\_2.jpg

49-TSPOD.jpg

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versikerb\_pattern\_19-100277\_1.jpg

Question/Concern for OTOW Board

While this may seem to be a minor issue, I can assure you when someone hits another car or injures or kills a person or dog it will rise to crisis level.

Driving in OTOW is dangerous enough with the rolling stops and ignoring speed limits but most dangerous is shortcutting turns into streets. I have attached photos of one specific intersection that is constantly plagued by this type of driving – Finlandia and Franciscan/Florentine. Rather than staying on the proper side of the road, drivers cut over the white painted lane and into oncoming traffic lanes.

If a traffic cone, pole or similar type device were installed at the street end of the white line it would put an immediate end to this type of reckless driving, before someone is seriously hurt or killed. As you can see from attached photos you already implement such a device at the crossing for the golf course.

I'm sure the above referenced intersection is not an outlier.

Question: Will you consider this issue?

Sincerely,

Peter Spokus

Bldg 40 Unit 8

--

Peter Spokus  
PS360Marketing  
505-379-3179



**Subject: Question Submission for June 15 Meeting**

**From: trishlawrence2003@yahoo.com**

**Date: Sun, Jun 04, 2023 8:41 pm**

**To: <associationinfo@otowfl.net>**

Hi there. I am submitting questions that I would like to present at the Jun 15<sup>th</sup> meeting. Please let me know if I can or cannot ask these questions and in what format this would occur at the meeting. I would like to be prepared. Thanks so much.

1. Is there a way to have unpaid volunteers help answer and process service calls and calls to OTOTW Clearwater? This would be professionals willing to volunteer their time to answer phones and/or return calls related to the community residents' questions and trouble calls. As things stand now, you have to listen to a long voice mail since no one ever answers the phones and then wait and see if someone resolves the call or even works on it or receives it. There is no initial contact and there is no resolution. Volunteers could return the calls to the residents – and help to answer the phones. This would be a coordinated process. I was told this could not happen because there is no room in the office for volunteers. Most of this could be handled remotely. Can we please look into this? It would create a feeling of community, a feeling of cooperation and a feeling that people are being listened to and valued. \
2. Can we create some guidelines about holiday decorations in the buildings' cores? This would involve dates for displays and what could be put up. We still don't understand why decorations at Easter were taken down and literally thrown into the trash containers.
3. When can we take a look at improving the landscaping in front of most buildings at the building entrances rather than having large, unkept bushes out front where animals are nesting and living? Also, residents that have beautiful landscaping that they maintain themselves (which helps the look of our buildings) have the decorative bricks, etc. removed. Why? This does not interfere in any way with the ease of weed eating and trimming. IN fact, it helps to make things look neater.
4. Overall, there is a feeling that the association and BOD make things very difficult for their aging residents. Summit is one example. Can we talk about ways to make things more cohesive, easier, and friendlier for our community? More caring, more understanding, and more cooperative with each other?

Thanks so much. I would like to be able to address the volunteer issue as a priority. Again, please let me know about these items. I am happy to present on each at the meeting.

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**Agenda Item 10 – Other Business**

Is there any further business to come before this meeting?

If none, introduce next item.

**Agenda Item 11 – Adjournment**

Meeting adjourned at \_\_\_\_\_ p.m.