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 INT \_\_\_\_\_  
 FEES \_\_\_\_\_  
 MTF \_\_\_\_\_  
 P/C \_\_\_\_\_  
 REV \_\_\_\_\_  
 TOTAL 208.50

89023401

This instrument prepared by & return to:  
 Richard A. Zacur  
 Mensh, Zacur & Graham, P.A.  
 Post Office Box 14409  
 St. Petersburg, FL 33733  
 813/321-3226

OR6925PG1644

MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 25<sup>th</sup> day of

JANUARY, 1989, by and between UNITED ASSOCIATIONS OF TOWN

APARTMENTS NORTH, INC., a corporation existing under the laws of the State of Florida, party of the first part, hereinafter referred to as the "Maintenance Contractor"; and TOWN APARTMENTS, INC., NO.

\* , a non-profit corporation existing under the laws of the State of Florida, party of the second part, hereinafter referred to as the "Association".

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W I T N E S S E T H :

WHEREAS, the parties hereto desire to enter into an Agreement for the performance of maintenance services as

TOTAL:	\$208.50
CHECK AMT TENDERED:	\$208.50
CHANGE:	\$0.00

hereinafter described on the following described realty, which consists of \* Apartment Building(s) containing \* units and related facilities, as described and set forth in the Declaration of Condominium for said "Association".

WHEREAS, the parties desire to provide within this Agreement the maintenance services to be performed.

WHEREAS, the parties acknowledge that the "Association", prior to entering into this maintenance agreement, has received the approval of the Board of Directors of said "Association" to enter into this maintenance agreement.

WHEREAS, the parties acknowledge that the "Maintenance Contractor" shall perform maintenance services at the expense of the "Association" and as requested by the "Association" subject to the terms and conditions of this agreement and the terms and conditions of the "Association's" Declaration of Condominium and budget, since all maintenance expenses are those of the "Association". The "Maintenance Contractor" undertakes no obligation except as described herein and is obligated to pay no debts of the individual "Association" except at the direction of the "Association" and as contained within the "Association" budget approved by the Board of Directors of said "Association".

ch Association, as identified in the Index of Associations attached hereto as libit A, has approved this Maintenance Agreement. The Association number and nber of units is identified within said Index.

WHEREAS, the parties acknowledge and agree that any and all maintenance agreements that precede the execution of this agreement are hereby rendered null and void and of no effect.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, each to the other in hand paid, the receipt whereof is hereby acknowledged, the parties agree as follows:

1. This maintenance agreement shall be for a period of Three (3) years and shall begin on the first day of January, 1989, and shall terminate on the Thirty-first (31) day of December, 1991. However, the parties agree that this contract may be renewed as provided herein, or modified at any time by proper vote of the parties hereto. In the event that neither party terminates this contract as hereinafter provided, said contract shall automatically be renewed for an additional five (5) year period, which additional period shall begin January 1, 1992.

2. The "Maintenance Contractor" shall provide and carry appropriate liability and property damage insurance in an amount not less than Three Hundred Thousand Dollars (\$300,000.00) through a licensed insurance company. Further, the "Maintenance Contractor" shall procure and pay for, at the expense of the "Association", appropriate insurance providing coverage to the common elements of the "Association" including, but not limited to, fire and extended coverage on the apartment building(s) including all common elements therein. However, said insurance shall not cover personal effects and/or personal property of the condominium unit owner except as required by the Condominium Act of the State of Florida.

3. (a) The "Maintenance Contractor" shall maintain and service all utility lines, including gas and water that are owned

by the United Associations of Town Apartments North, Inc. and as shown on the plat and survey filed therein. Furthermore, "Maintenance Contractor", at the expense of the "Association", shall provide the "Association" with gas to be utilized by the unit owners for cooking and heating subject to the requirements of the public utility providing same, but shall not be responsible for the maintenance of the gas cooking range and the gas fired heating furnaces in the various Condominium units. The "Maintenance Contractor" shall not be responsible to replace a hot water heater of the "Association" unless directed to do so by the "Association" and said replacement, costs, maintenance, labor, etc., shall be the costs of the "Association".

(b) The "Maintenance Contractor" shall maintain all utility lines, excluding electrical lines, located within the property owned by the United Associations of Town Apartments North, Inc. All other utility lines and services provided to the "Association", and located within the common elements of the "Association", shall be the responsibility of the "Association". However, at the request and at the expense of the "Association", the "Maintenance Contractor" shall provide maintenance and service for the "Association" as to these utilities. In the event that it becomes necessary to retain a third party to provide maintenance services to the "Association" for the utility lines owned by the "Association", the "Maintenance Contractor" or the "Association" shall have the right to retain such third party to perform all services necessary to maintain and service the utility lines at the expense of the "Association".

4. That the "Maintenance Contractor" shall make payment for all utility charges incurred by each "Association" on behalf of the unit owners located within the "Association" property at the expense of the "Association". The "Maintenance Contractor" does not guarantee payment for any unit owner for any utility services provided, i.e. electricity to the unit, telephone charges, etc.

5. That the "Maintenance Contractor" shall maintain, service and repair all ordinary wear and tear caused by usage and the elements, all walkways and roadways owned by the United

Associations of Town Apartments North, Inc. and used for ingress and egress to the Condominium property; however, the "Maintenance Contractor" shall not be responsible to maintain, service and repair the "Association" parking areas, and "Association" walkways, except as requested by the "Association" and at the expense of said "Association".

6. That the "Maintenance Contractor" shall provide, services to maintain and care for the lawn and shrubbery of the "Association" at the expense of the "Association". However, the "Maintenance Contractor" shall not be responsible for any damages caused by an act of God, which shall include, but not be limited to, wind, flooding, hurricane, frost or freezing, etc. In the event the "Association" requests the "Maintenance Contractor" to replace lawn or shrubbery, said replacement shall be at the cost and expense of the "Association".

7. That the "Maintenance Contractor" shall, at the request and at the expense of the "Association", maintain the exterior of the "Association" Condominium building(s) at the expense of the "Association", but shall not be responsible for the washing of windows, or the replacement of windows or screens that enclose the porches and shall, further, not be responsible for any porch enclosure created by a unit owner. The "Maintenance Contractor" agrees to keep, at the expense of the "Association", the "Association" walkways clean and presentable. The "Association", shall be responsible for all payments for fixtures, lightbulbs, etc., which are needed. In the event it shall be necessary to comply with the request of the "Association" to maintain the exterior of the "Association" Condominium Building(s) to retain a third party or other outside agency to complete the tasks, said "Maintenance Contractor" shall have the right to retain said third party or outside agency at the expense of the "Association" to perform the task required. The "Maintenance Contractor" shall maintain the exterior portion of the doors located within the "Association". However, it shall be the responsibility of each unit owner to replace the unit owner's

door in the event replacement is required, at the expense of the unit owner. Included within that expense shall be painting charges to paint the exterior portion of the door in a color identical to all other doors located within the "Association" building. The "Maintenance Contractor" shall provide, at the expense of the unit owner, paint for the purpose of painting the exterior portion of the replaced door. The costs of maintaining including painting the doors, shall be that of the "Association" and not the "Maintenance Contractor".

8. That the "Maintenance Contractor" shall provide, directly or indirectly, garbage and trash collections, which collections shall not be less than two (2), nor more than three (3), pickups per week. This provision is subject to the rules and regulations for trash collections as set by the Pinellas County Sanitation Department retained by the "Maintenance Contractor", or rules and regulations set forth by the "Maintenance Contractor" in the event the "Maintenance Contractor" provides for garbage and trash collections.

9. That the "Maintenance Contractor", as owner of the recreational facilities, shall designate and provide during the term of this contract a recreational area to be used by "Association" members for recreational and social purposes, under the direct supervision and direction of the "Maintenance Contractor". The use of these facilities is subject to the rules and regulations as promulgated by the "Maintenance Contractor", including, but not limited to, the swimming pool being heated only from October 1 to April 30.

10. That the "Maintenance Contractor" shall have the sole right to maintain, own and operate vending machines and automatic coin laundries and dryers on the premises and all income from said machines shall belong to the "Maintenance Contractor", and any expenses in connection with said operation shall be paid by the "Maintenance Contractor" and all charges shall be reasonable and in accordance with the average rates and charges for similar services.

11. That the "Maintenance Contractor" agrees to keep in force appropriate liability insurance and workmen's compensation insurance for any and all employees of the "Maintenance Contractor" while said employees are performing any duties under the terms of this Maintenance Agreement.

12. That the "Maintenance Contractor" shall not, under any circumstances, be liable under or by reason of this Agreement, directly or indirectly, for any accident, injury, breakage or damage of any machinery or appliances not attributable to the action or inaction of the "Maintenance Contractor" or of any of its employees, agents or servants; nor shall it be held responsible or liable for any loss, damage, detention or delay in furnishing materials or failure to perform duties as hereinabove provided when such is caused by fire, flood, strike, acts of civil or military authorities, or by insurrection or riot, or by any other cause which is unavoidable or beyond its control.

13. The maintenance fees for Condominium No. \_\_\_\_\_\* shall be as provided within the budget approved by the "Association" Board of Directors for said Condominium for each year pursuant to the terms of the Condominium "Association's" Declaration of Condominium. The "Association" hereby delegates the authority of collection of maintenance fees to the "Maintenance Contractor" pursuant to the terms of the "Association's" Declaration of Condominium. A budget will be provided to each unit owner which sets forth the unit owner's monthly obligation for maintenance. The primary obligation, however, for payment to the "Maintenance Contractor" shall be by the condominium owners individually and collectively for the gross amounts monthly as indicated above. Each owner of a condominium unit (including heirs, successors in interest, legal representatives, assigns, etc.) shall be responsible for payment to the "Maintenance Contractor" as provided for in the "Association" budget, which sum shall be payable monthly as of the date of closing and/or occupancy of the Condominium unit,

whichever shall occur first. No unit owner may be excused from the payment of maintenance fees to the "Maintenance Contractor" on the basis that the unit owner does not use the facilities of the "Association". That in the event the owner of the condominium unit fails to pay the specified amount for the designated unit which he occupies as provided for hereinabove to the "Maintenance Contractor" on or before the tenth day (10th) of each month, then the "Maintenance Contractor" shall be authorized to discontinue and terminate any one or all the services to such unit that are provided for by the "Maintenance Contractor" until said owner shall have made full payment in accordance with the terms and conditions of this Agreement. However, it is specifically understood that the "Maintenance Contractor" shall be authorized during the term of this Agreement to delegate the authority of the collections by the "Maintenance Contractor" from the various condominium owners to the said "Association". That in such event such delegation is made by the "Maintenance Contractor", the payment due to the "Maintenance Contractor" by the "Association" shall be in the gross amount as provided for in the "Association" budget monthly and shall be payable on the first day of each and every month commencing from the date of closing and/or occupancy of the Condominium unit, whichever shall occur first, and in the event the "Association" fails to pay the amounts provided for hereinabove to the "Maintenance Contractor" by the tenth (10th) day of each month, then the said "Maintenance Contractor" is hereby authorized to discontinue and terminate any one or all of the services as provided for herein until such time as the "Association" has made full payment in accordance with the terms and conditions of this Agreement. The "Maintenance Contractor" is hereby authorized to take all action necessary pursuant to the laws of the State of Florida to collect any outstanding payments that may be due to the "Maintenance Contractor" as provided for herein.

14. The "Maintenance Contractor" shall maintain, service and repair the water, sewer and gas main lines, together with the sanitary manholes and all connections therewith that are located within the property or easements owned by the United Associations of Town Apartments North, Inc. Any and all water, sewer and gas lines that are located on "Association" property shall be the "Association's" responsibility and the "Maintenance Contractor" shall, at the request of the "Association", maintain and service the "Association's" water, sewer and gas lines at the "Association's" expense.

15. The "Maintenance Contractor" shall maintain and service the "Associations'" antenna and amplifier at the request and expense of the "Association". In the event said television antenna and/or amplifier are in need of replacement, said replacement, costs, labor, etc. shall be at the expense of the "Association".

16. The "Maintenance Contractor" shall provide heat and air conditioning for the recreation facilities as may be needed but shall interrupt service as needed for repair or replacement.

17. The "Maintenance Contractor" shall submit a quarterly financial report to the Board of Directors of each "Association".

The Board of Directors of each "Association" shall have the right to designate a certified public accountant for the purpose of auditing the books and records of the "Maintenance Contractor" pertaining to United Associations of Town Apartments North, Inc. All costs of the audit shall be at the expense of the "Association".

18. The "Maintenance Contractor" shall make available to unit owners a limited maintenance and repair service. Each unit owner using said service shall be charged a fee and all charges shall be reasonable and in accordance with rates and charges for similar service in this area.

This service shall be from 8:00 a.m. to 4:30 p.m. Monday through Friday. All monies collected and all costs



incurred shall be included in the quarterly reports for the "Maintenance Contractor".

19. The "Maintenance Contractor", when applicable to the "Association" that possesses the elevator or elevators, shall contract with a qualified elevator maintenance company at the request and expense of the "Association", which qualified elevator maintenance company shall render service and maintenance to the "Associations" that possess an elevator. The "Maintenance Contractor" is not responsible for service, maintenance, or replacement of any elevator.

20. The "Maintenance Contractor" agrees to maintain the lake.

21. The "Maintenance Contractor" shall, as requested by the "Association", perform maintenance services other than those contained within this agreement at "Association" expense and based upon hourly charges as set by the "Maintenance Contractor".

22. That said "Association" hereby assigns to the "Maintenance Contractor" all duties and obligations of maintenance as set forth within this agreement.

23. That said "Association" hereby assigns to the "Maintenance Contractor" all duties and obligations of maintenance as provided within the "Association's" Declaration of Condominium. The "Association" and the "Maintenance Contractor" hereby acknowledge and agree that the terms and provisions of this maintenance agreement are fair and reasonable to both the "Association" and "Maintenance Contractor" and that the "Maintenance Contractor" shall be assigned, at the request of the "Association" not only the obligation of maintenance and management of the "Association's" property, but also the right of collection of all maintenance fees, assessments, special assessments, etc., and shall be delegated by the "Association" the specific right to expend "Association" monies collected as maintenance fees, assessments or special assessments, to provide the services and accomplish the objectives and requirements of

this maintenance agreement. In the event that sufficient funds are not available to the "Maintenance Contractor" from the funds collected from the "Association" and/or unit owners, then the "Maintenance Contractor" shall have the right and duty to notify the "Association" of said deficit and said "Association" shall immediately request the "Maintenance Contractor" to take all steps necessary to schedule a special meeting of the Board of Directors and unit owners for the purpose of setting a special assessment, which procedure is outlined within the "Associations'" Declarations of Condominium and the laws of the state of Florida. The "Maintenance Contractor" shall be assigned the right to collect all maintenance payments and special assessments and, if necessary, take all steps for collection of the monies as provided for by the laws of the state of Florida.

24. This contract may not be modified except in writing executed by all parties to this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above-written.

Signed, Sealed and Delivered in the presence of:

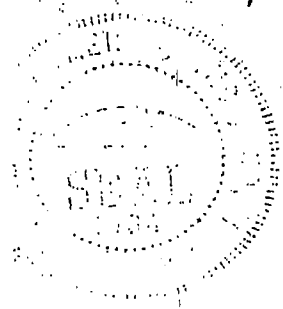
William E. Knight  
Witness  
Gare Offorts  
Witness

UNITED ASSOCIATIONS OF TOWN APARTMENTS NORTH, INC.

By: Walter T. Ratcliff  
President  
Attest: Mary Jeanne Lippert  
Secretary

William E. Knight  
Witness  
Gare Offorts  
Witness

TOWN APARTMENTS, INC., NO 1  
BY: Ellen L. Streett  
President  
Attest: Eckertu Kpell  
Secretary



STATE OF FLORIDA )  
 ) ss.  
COUNTY OF PINELLAS )

I HEREBY CERTIFY that on this 25<sup>th</sup> day of Jan. 1989, before me personally appeared Walter J. Patchiff and Mary Jessamine Hogg, President and Secretary respectively, of United Associations of Town Apartments North, Inc., to me known to be the persons described in and who executed the foregoing Maintenance Agreement, and severally acknowledged the execution thereof to be their free and voluntary act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of the said Corporation, and the said instrument is the act and deed of said Corporation.

WITNESS my hand and seal in Pinellas County, Florida, on the day and year last aforesaid.

Rose M. Deschamps  
Notary Public

My Commission Expires:  
Notary Public, State of Florida  
My Commission Expires Nov. 8, 1992  
Bonded Thru Troy Fahn Insurance Inc.  
STATE OF FLORIDA )  
 ) ss.  
COUNTY OF PINELLAS )

I HEREBY CERTIFY that on this 25<sup>th</sup> day of Jan. before me personally appeared Clare Strept and Esther M. Sjell, President and Secretary, respectively, of TOWN APARTMENTS, INC. NO. 1, a Florida non-profit corporation, to me known to be the persons described in and who executed the foregoing Maintenance Agreement and severally acknowledged the execution thereof to be their free and voluntary act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said Corporation, and the said instrument is the act and deed of the said Corporation.

WITNESS my hand and seal in Pinellas County, Florida, the day and year last aforesaid.

Rose M. Deschamps  
Notary Public

My Commission Expires:  
Notary Public, State of Florida  
My Commission Expires Nov. 8, 1992  
Bonded Thru Troy Fahn Insurance Inc.

INDEX OF ASSOCIATIONS

<u>ASSOC NO.</u>	<u>NO. OF BLDGS.</u>	<u>NO. OF UNITS</u>
1	2	38
2	2	38
3	2	38
4	1	19
5	2	38
6	1	19
7	1	48
8	2	38
9	2	50
10	2	50
11	1	54
12	2	38
14	2	52
15	1	27
16	1	48
17	1	54
18	3	57
19	3	57

EXHIBIT A