

This instrument prepared by & return  
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AMENDMENTS TO MAINTENANCE AGREEMENT

THESE AMENDMENTS, made and entered into this \_\_\_\_\_ day

of January, 1992, for amendments and agreements by and between

UNITED ASSOCIATIONS OF TOWN APARTMENTS NORTH, INC., a Florida

corporation, hereinafter referred as "Maintenance Contractor";

and TOWN APARTMENTS, INC., NO. \_\_\_\_\_\*, a non-profit corporation

existing under the laws of the State of Florida, as a con-

dominium, hereinafter referred to as the "Association".

W I T N E S S E T H:

WHEREAS, the parties hereto desire to amend the main-  
tenance agreement previously entered into between the parties and  
recorded in Pinellas County, Florida, as set forth herein;

WHEREAS, the parties agree and acknowledge that all pro-  
visions of the Florida Corporate Act and the Florida Condominium  
Act have been complied with in entering into these amendments;

WHEREAS, the parties agree and acknowledge that all pro-  
visions of the previously entered into Maintenance Agreement as  
recorded in O.R. Book 6926, Page 1644 et seq, shall remain the  
same except as amended herein.

\*This Amendment applies to all condominium associations. Each  
Association has been referred to within the execution pages which  
provide the number of each Association.

(CODING: ADDITIONS ARE INDICATED BY UNDERLINE: DELETIONS BY  
STRIKE OUT)

KARLEEN F. DERLAKER, CLERK  
CLERK OF THE CIRCUIT COURT IN AND FOR THE COUNTY OF PINELLAS, FLORIDA

NOW THEREFORE, the amendments to said Maintenance Agreement are as follows:

I. Page 5, paragraph 10 shall be amended to add additional language as follows:

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. The "Maintenance Contractor" shall have the primary responsibility as representative of "Association" owners to enter boiler, electrical, telephone and elevator rooms for repair and replacement of equipment.

II. Page 6, paragraph 11 shall be amended as follows:

11. The "Maintenance Contractor" agrees to keep in force, as legally required, 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.

III. Page 7, paragraph 13 shall be amended only as to the last sentence of that paragraph appearing on page 7 with all other provisions of paragraph 13 remaining the same, which addition and amendment shall be as follows:

"... .after ninety (90) days, 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."

IV. Page 8, paragraph 15 shall be amended as follows:

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". In the event the master television antenna and/or amplifier are in need of repair or replacement, said replacement and/or repair costs, labor, etc. shall be at the expense of the "Association".

RESOLVED, that the amendments to the Maintenance Agreement shall be binding on all condominium associations who have executed this document. All provisions of the Maintenance Agreement previously recorded shall remain the same except as amended herein.

RESOLVED, that these amendments were approved by all members or their representatives of the UNITED ASSOCIATIONS OF TOWN APARTMENTS NORTH and the individual Board of Directors of each condominium during duly called meeting November 13, 1991.