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AMENDMENTS TO MAINTENANCE AGREEMENT

THESE AMENDMENTS, made and entered into this <u>20</u> day of <u>Corp.</u>, 19<u>96</u>, for amendments and agreements by and between UNITED ASSOCIATIONS OF TOWN APARTMENTS NORTH, INC., a Florida corporation, hereinafter referred to as "Maintenance Contractor"; and TOWN APARTMENTS, INC., NO. <u>*</u>, a non-profit corporation existing under the laws of the State of Florida, as a condominium, hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, the parties hereto desire to amend the maintenance 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 provisions of the Florida Corporate Act and Florida Condominium Act have been complied with in entering into these amendments;

WHEREAS, the parties agree and acknowledge that all provisions of the previously entered into Maintenance Agreement as recorded in O.R. Book 6926, Page 1644 et seq, and Amendments to the Maintenance Agreement entered into on January 13, 1992, 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)

Prepared by and Return to: Richard A. Zacur, Esquire Zacur & Graham, P.A. P. O. Box 14409 St. Petersburg, FL 33733 NOW THEREFORE, the amendments to said Maintenance Agreement are as follows:

- I. Original Document, Page 2, paragraph 1 shall be amended as follows:
- 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. This maintenance agreement shall be for a period of five (5) years and shall begin on the first day of January 1997, and shall terminate on the Thirty-first (31st) day of December 2001. 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, 2002.
- II. Original Document, Page 4, Paragraph 7, shall be amended to add additional language as follows:
- 7. That the "Maintenance Contractor" shall, at the request and at the expense of the "Association", maintenance 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, light bulbs, 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", at the request and expense of the "Association", 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 of the "Maintenance Contractor".

- III. Original Document, Page 5, Paragraph 8, shall be amended to add additional language as follows:
- 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" in the event the "Maintenance Contractor" provides for garbage and trash collections.

Duties of the "Maintenance Contractor" shall include executing a monthly schedule of sweeping/cleaning the floor and spraying for pests in the garbage/trash room.

- IV. Original Document, Page 5, Paragraph 10, as amended January 1992, 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.

 Maintaining vending machines shall include removal of lint from the internal lint filters, external hardware cloth box located in the breezeway and from entrance door louvers where appropriate.
- V. Original Document, Page 8, Paragraph 18, shall be amended to add the following language:
- 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 8:00a.m. to 4:30p.m. Monday through Friday. All monies collected and all costs incurred shall be included in the quarterly reports for the "Maintenance Contractor". No member of the officers of UATAN or the "Maintenance Contractor" shall have authority to deny an "Association" any of the privileges that are granted to all other "Associations". This includes all services offered by employees hired by UATAN to perform maintenance as part of the "Maintenance Contract". Any such action must be approved in advance by a majority of the UATAN Board of Directors.

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 December 11, 1996.