

**HARWOOD D AGREEMENT**

THIS AGREEMENT MADE AND ENTERED INTO THIS 13 DAY OF NOV, 2023 IS BY AND BETWEEN ALL CONDOMINIUM ASSOCIATION LISTED ON EXHIBIT "A", WHICH IS ATTACHED HERETO, AND HEREINAFTER REFERRED TO AS "ASSOCIATION" AND EAST COAST MAINTENANCE & MANAGEMENT, INC. A FLORIDA CORPORATION HEREINAFTER REFERRED TO AS "EAST COAST MAINTENANCE & MANAGEMENT". IN CONSIDERATION OF MUTUAL PROMISES STATED HEREIN, THE PARTIES, "ASSOCIATION" AND "EAST COAST MAINTENANCE & MANAGEMENT" AGREE TO FOLLOW:

**WITNESSETH THAT**

WHEREAS, ASSOCIATION HAS PROPOSED TO ENGAGE AND HIRE THE SERVICES OF EAST COAST MAINTENANCE & MANAGEMENT FOR THE MANAGEMENT OF THE CONDOMINIUM ASSOCIATIONS LISTED IN THE EXHIBIT "A" AND EAST COAST MAINTENANCE & MANAGEMENT IS AGREEABLE AND DESIRES TO BE SO ENGAGED.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED AND OF OTHER GOOD AND VALUABLE CONSIDERATION, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

**EMPLOYMENT**

THE ASSOCIATION HEREBY EMPLOYS AND ENGAGES EAST COAST MAINTENANCE & MANAGEMENT TO MANAGE THE CONDOMINIUM ASSOCIATION LISTED IN EXHIBIT "A" FOR A PERIOD OF 48 MONTHS. HOWEVER, ANY CONDOMINIUM ASSOCIATION SHALL HAVE THE INDIVIDUAL RIGHTS TO GIVE EAST COAST MAINTENANCE & MANAGEMENT A 60 DAY WRITTEN NOTICE TO CANCEL SUCH SERVICES WITHOUT CAUSE.

**DEFINITION AND SCOPE OF THE ASSOCIATION PROPERTY**

AS USED HERIN THE "ASSOCIATION PROPERTY" SHALL BE DEEMED AND CONSTRUED TO INCLUDE, ALL COMMON ELEMENTS, INCLUDING BUT NOT LIMITED TO, THE YARDS, LAWNS, THE BUILDINGS AND OUTSIDE AREAS, AS MORE FULLY DESCRIBED IN THE DECLARATION OF COVENANTS AND RESTRICTIONS AS RECORDED IN THE OFFICIAL RECORD BOOKS, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, OF ALL CONDOMINIUM ASSOCIATIONS LOCATED IN EXHIBIT "A" WHICH IS ATTACHED HERETO.

**TERMS OF THE AGREEMENT**

THIS AGREEMENT SHALL COMMENCE ON \_\_\_\_\_ AND SHALL CONTINUE FOR AN INITIAL TERM ENDING \_\_\_\_\_, UNLESS TERMINATED SOONER IN ACCORDANCE WITH THE TERMS SET FORTH IN THIS AGREEMENT. SHOULD THIS AGREEMENT NOT BE AMENDED OR EXTENDED, IN WRITING, PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR ANY EXTENDED TERM, IT SHALL BE AUTOMATICALLY EXTENDED FOR AN ADDITIONAL THREE-YEAR PERIOD. REGARDLESS OF WHETHER THIS AGREEMENT HAS BEEN EXTENDED, ANY CONDOMINIUM ASSOCIATION THAT IS PARTY TO THIS AGREEMENT CAN TERMINATE THIS CONTRACT WITH OR WITHOUT CAUSE UPON PROVIDING A 60 DAY WRITTEN NOTICE TO EAST COAST MAINTENANCE & MANAGEMENT.

**COMPENSATION OF EAST COAST MAINTENANCE & MANAGEMENT**

IN CONSIDERATION OF THE SERVICES TO BE PERFORMED BY EAST COAST MAINTENANCE & MANAGEMENT HEREUNDER, THE ASSOCIATION SHALL PAY THE FOLLOWING MONTHLY FEES:

**GARDEN STYLE APARTMENTS**

1 BED/ 1 BATH     \$38.00 PER MONTH  
1 BED/ 1 ½ BATH   \$45.00 PER MONTH  
2 BED/ 1 ½ BATH   \$52.00 PER MONTH

**HI-RISE STYLE APARTMENTS**

1 BED/1 ½ BATH   \$43.00 PER MONTH  
2 BED/1 ½ BATH   \$51.00 PER MONTH  
2 BED/2 BATH     \$76.00 PER MONTH

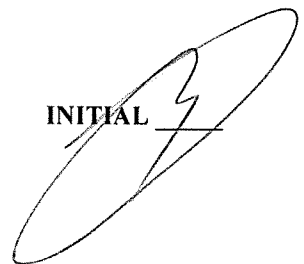
**INCREASE**

YEAR 2024-3%

YEAR 2025-3%

YEAR 2026-3%

YEAR 2027-3%

INITIAL 

## **MANAGEMENT AGENT'S UNDERTAKING**

THE MANAGEMENT AGENT, BY THE EXECUTION OF THIS AGREEMENT, ASSUMES AND UNDERTAKES TO PERFORM, CARRY OUT AND ADMINISTER ALL MANAGEMENT, OPERATIONAL AND MAINTENANCE RESPONSIBILITIES. SUCH ASSUMPTION OF OBLIGATIONS IS LIMITED, HOWEVER, TO OPERATION, MANAGEMENT AND MAINTENANCE AS MANAGEMENT AGENT AND DOES NOT REQUIRE THE MANAGEMENT AGENT TO PAY ANY OF THE COSTS AND EXPENSES WHICH ARE THE OBLIGATION OF THE ASSOCIATION, EXCEPT AS SPECIFICALLY ASSUMED BY THE MANAGEMENT AGENT IN THIS AGREEMENT. ANY MATTER THAT INVOLVES LEGAL ACTION OR POSES A POTENTIAL LEGAL ACTION SHALL BE PROVIDED TO THE ASSOCIATION COUNSEL.

## **ENGAGEMENT OF EMPLOYEES BY ASSOCIATION**

THE ASSOCIATION COVENANTS AND AGREES TO NOT HIRE, EMPLOY OR OTHERWISE ENGAGE ANY EMPLOYEE OR FORMER EMPLOYEE, OR HAVE CONTACT WITH OR IN ANY WAY ENGAGE ANY EMPLOYEES OR FORMER EMPLOYEES, OF THE MANAGEMENT AGENT WHILE THIS AGREEMENT REMAINS IN FORCE AND CONTINUING FOR A PERIOD OF 24 MONTHS FOLLOWING THE EXPIRATION OF EARLY TERMINATION OF THIS AGREEMENT. THIS RESTRICTION PROHIBITS THE ASSOCIATION FROM UTILIZING THE SERVICES OF ANY EMPLOYEE WHO WORKED AT THE ASSOCIATION PREMISES OR FOR THE ASSOCIATION, AT ANY TIME DURING THE INITIAL TERM OF THIS AGREEMENT OR ANY RENEWAL TERM(S) AS A INDEPENDENT CONTRACTOR, DIRECT EMPLOYEE OR THE EMPLOYEE OF ANOTHER COMPANY DURING THE TERM OF THIS AGREEMENT OR FOR A TWELVE MONTH PERIOD, FOLLOWING TERMINATION, PROVIDED, HOWEVER THAT IN THE EVENT THE ASSOCIATION UTILIZES THE SERVICES OF THE DESCRIBED EMPLOYEE CONTRARY TO THE RESTRICTIONS SET FORTH HEREIN, THE ASSOCIATION AGREES TO PAY THE MANAGEMENT AGENT AN AMOUNT EQUAL TO FIFTY PERCENT OF THE GROSS ANNUAL WAGES OF THE EMPLOYEE AS TO LIQUIDATE DAMAGES.

## **INDEPENDENT CONTRACTOR**

EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED HEREIN, THE EAST COAST MAINTENANCE & MANAGEMENT AGENT SHALL BE DEEMED TO BE AN INDEPENDENT CONTRACTOR AND NOT AN EMPLOYEE OF THE ASSOCIATION. THE MANAGEMENT AGENT SHALL BE FREE TO CONTRACT FOR SIMILAR SERVICES TO BE PERFORMED FOR OTHER ENTITIES, WHEREVER LOCATED, WHILE IT IS UNDER CONTRACT WITH THE ASSOCIATION.

## LIABILITY

THE ASSOCIATION WILL, AND DOES HEREBY AGREE TO INDEMNIFY, SAVE, DEFEND AND HOLD HARMLESS THE MANAGEMENT AGENT AND ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES FOR ANY LIABILITY FOR DAMAGES, COST AND EXPENSES, FOR ANY NEGLIGENT ACTS TO THAT THE ASSOCIATION HAS CAUSED. EAST COAST MAINTENANCE & MANAGEMENT WILL AND DOES HEREBY AGREE TO INDEMNIFY, SAVE, DEFEND AND HOLD HARMLESS EACH AND EVERY CONDOMINIUM ASSOCIATION, ITS OFFICERS, AND DIRECTORS, LOCATED IN CENTURY VILLAGE, DEERFIELD BEACH, FLORIDA AND ALL UNIT OWNERS, GUESTS AND INDIVIDUALS LOCATED IN CENTURY VILLAGE, DEERFIELD BEACH, FLORIDA, FOR ANY AND ALL ACTS THAT EAST COAST MAINTENANCE & MANAGEMENT, ITS EMPLOYEES, AGENTS OR INDEPENDENT CONTRACTORS CAUSED.

ALL PERSONAL PROPERTY PLACED OR MOVED INTO THE CONDOMINIUM WILL BE AT THE RISK OF THE ASSOCIATION OR THE OWNER. MANAGEMENT AGENT WILL NOT BE LIABLE TO THE ASSOCIATION OR OTHERS FOR ANY DAMAGE TO OR INJURY TO PERSON OR PROPERTY, REAL OR PERSONAL, ARISING FROM THEFT, VANDALISM, HVAC MALFUNCTION, OR THE BURSTING OR LEAKING OF WATER PIPES. HOWEVER, THE FOREGOING WILL NOT RELIEVE MANAGEMENT AGENT OF LIABILITY FOR DAMAGE OR INJURY RESULTING FROM MANagements AGENT'S NEGLIGENCE OR MISCONDUCT. THE PROVISION SET FORTH IN THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT.

## TERMINATION CONDITIONS

EACH CONDOMINIUM ASSOCIATION WILL HAVE THE RIGHT TO CANCEL THE CONTRACT WITHOUT CAUSE WITH A 60 DAY WRITTEN NOTICE.

UPON RECEIPT OF THE TERMINATION NOTICE, THE MANAGEMENT COMPANY SHALL:

- A. STOP WORK UNDER THIS AGREEMENT ON THE DATE AND TO THE EXTENT SPECIFIED IN THE NOTICE
- B. PLACE NO FURTHER ORDERS OR HIRE ADDITIONAL SUB CONTRACTORS WITH RELATION TO THE WORK TERMINATED, EXCEPT AS NECESSARY TO COMPLETE THE WORK UNDER THIS AGREEMENT.
- C. ASSIGN TO THE ASSOCIATION ALL OF THE MANAGEMENT COMPANIES RIGHT, TITLE AND INTEREST IN ANY SUBCONTRACT IN PROCESS.

- D. WITHIN THREE WEEKS OF NOTICE, PERMIT THE ASSOCIATION ACCESS TO THE MANAGEMENT COMPANIES PREMISES TO REVIEW THE ASSOCIATIONS RECORDS AND MAKE AN ITEMIZED CLAIM FOR DELIVERY OF THE ASSOCIATIONS RECORDS.
- E. PROVIDE THE ASSOCIATION:
  - 1. A SCHEDULE OF TERMINATION ACTIVITIES, INCLUDING NOTICE TO VENDORS AND BANKS, IF REQUIRED BY THOSE VENDORS AND BANKS, AND MEETING WITH THE SUCCESSOR ENTITY RESPONSIBLE FOR THE MANAGEMENT OF THE ASSOCIATION TO COMPLETE THE TRANSITION OF RESPONSIBILITY IN A COMPREHENSIVE AND BUSINESSLIKE MANNER.
  - 2. AN ITEMIZED STATEMENT OF THE ESTIMATED AMOUNTS DUE FROM THE ASSOCIATION TO THE MANAGEMENT COMPANY.
  - 3. AN ITEMIZED STATEMENT OF THE ESTIMATED AMOUNTS DUE SUPPLIERS OF SERVICES AND GOODS ORDERED IN THE NAME OF THE ASSOCIATION.
  - 4. A DATE FOR A MEETING, AT THE ASSOCIATION OFFICES FOR RETURNING TO THE ASSOCIATION ALL REQUESTED RECORDS, FUNDS, DEPOSIT ACCOUNTS, INVENTORY BELONGING TO THE ASSOCIATION, AND TO CONCLUDE THE CONTRACTUAL OBLIGATIONS.

ALL RECORDS PERTAINING TO THIS CONTRACT SHALL BE SUBMITTED TO NEW MANAGEMENT WITHIN TEN (10) BUSINESS DAYS BEFORE THE TERMINATION DATE.

### GENERAL CONDITIONS

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE ASSOCIATION AND EAST COAST MAINTENANCE & MANGEMENT, AND ANY CHANGES OR MODIFICATIONS OF ANY KIND OR NATURE MUST BE IN WRITING, EXECUTED BY THE PARTIES WITH THE SAME FORMALITY AS THE WRITTEN AGREEMENT.

EAST COAST MAINTENANCE & MANAGEMENT SHALL COMPLY WITH AND ABIDE BY ALL LAWS, RULES AND THE REGULATION OF THE FEDERAL, STATE AND LOCAL GOVERNMENT.

DURING THE ENTIRE TERM OF THIS AGREEMENT AND FOR ANY RENEWEL TERMS, EAST COAST MAINTENANCE & MANAGEMENT SHALL MAINTAIN AND KEEP IN FORCE AND EFFECT GENERAL LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN \$1 MILLION, WORKERS COMPENSATION AS REQUIRED BY LAW, AND AUTOMOBILE INSURANCE IN AN AMOUNT NOT LESS THAN \$1 MILLION PER OCCURANCE. CERTIFICATES OF INSURANCE CAN BE PRESENTED TO THE BOARD OF DIRECTORS PRIOR TO THE COMMENCEMENT OF CONTRACT UPON REQUEST.

EAST COAST MAINTENANCE & MANAGEMENT SHALL PERFORM SERVICES TO THE ASSOCIATION AS SPECIFIED EXCEPT FOR ALL MAJOR HOLIDAYS.

EAST COAST MAINTENANCE & MANAGEMENT WILL PROVIDE ALL LABOR COSTS, TAXES, AND INSURANCE ON ALL OF ITS PERSONNEL.

EAST COAST MAINTENANCE & MANAGEMENT WILL HOLD HARMLESS AND IDEMNIFY EACH CONDOMINIUM ASSOCIATION ITS BOARD MEMBERS AND OFFICERS, FROM ANY CLAIMS BROUGHT AGAINST THEM ARISING FROM ANY NEGLIGENCE OR MISCONDUCT ON THE PART OF EAST COAST MAINTENANCE & MANAGEMENT OR ANYONE FOR WHOM EAST COAST MAINTENANCE & MANAGEMENT IS RESPONSIBLE OR ARISING FROM ANY BREACH OF THE AGREEMENT.

### **MISCELLANEOUS**

1. IN ANY LITIGATION ARISING FROM THIS AGREEMENT OR CONNECTED HERewith THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ALL COSTS AND ATTORNEY FEES INCURRED.
2. ANY LITIGATION ARISING FROM THIS AGREEMENT, VENUE SHALL BE BROWARD COUNTY, FLORIDA.
3. NO WAIVER OF A BREACH OF ANY OF THE COVENANTS CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED TO BE A WAIVER OF ANY SUCCEEDING BREACH OF THE SAME OR ANY COVENANT.
4. NO MODIFICATION, RELEASE, DISCHARGE OR WAIVER OF ANY PROVISION HERE OF, SHALL BE OF ANY FORCE, EFFECT OR VALUE UNLESS IN WRITING, SIGNED BY BOTH OF THE PARTIES TO THIS AGREEMENT, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.
5. IF ANY TERM OR CONDITION OF THIS AGREEMENT IS, TO ANY EXTENT, INVALID OR UNENFORCEABLE, THE REMAINDER OF THIS AGREEMENT IS NOT TO BE AFFECTED THEREBY EACH TERM AND CONDITION OF THIS AGREEMENT IS TO BE VALID AND ENFORCEABLE TO THE FULLEST EXTENT PERMITTED BY LAW. THIS AGREEMENT WILL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA.
6. ASSOCIATION REPRESENTS AND WARRANTS THAT EXECUTION, DELIVERY AND PERFORMANCE OF THIS AGREEMENT BY THE ASSOCIATION WILL NOT CONFLICT WITH, NOR RESULT IN BREACH OF, ANY AGREEMENT, WHETHER ORAL OR WRITTEN, DOCUMENT, INDENTURE OR OTHER INSTRUMENT TO WHICH THE ASSOCIATION IS A PARTY OR UNDER WHICH IT IS BOUND. THE ASSOCIATION FURTHER REPRESENTS AND WARRANTS THAT IT HAS FULL POWER AND AUTHORITY TO EXECUTE AND DELIVER THIS AGREEMENT, AND TO PERFORM THE OBLIGATIONS HEREUNDER, AND

THAT IT HAS TAKEN ALL ACTIONS NECESSARY TO AUTHORIZE THE EXECUTION, DELIVERY AND PERFORMANCE OF THIS CONTRACT.

7. THIS AGREEMENT CONSTITUTES THE ENTIRE UNDERSTANDING AND AGREEMENT BETWEEN THE PARTIES HERETO, SUPERSEDES ALL PRIOR WRITTEN OR ORAL AGREEMENTS WITH RESPECT TO ITS SUBJECT MATTER. THIS AGREEMENT SHALL BE BINDING UPON THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.
8. ALL PARTIES HERTO AGREE THAT EACH HAS EITHER RECEIVED OR HAD THE OPPORTUNITY TO OBTAIN INDEPENDENT LEGAL COUNSEL WITH RESPECT TO THIS AGREEMENT. THE PARTIES AGREE THAT THIS AGREEMENT IS THE JOINT PRODUCT OF ALL PARTIES HERIN AND SHALL NOT BE CONSTRUED AGAINST ANY INDIVIDUAL AS DRAFTER OF THIS AGREEMENT.

### **NOTICE**

FOR THE PURPOSE OF NOTICE, THE ADDRESS OF EAST COAST MAINTENANCE & MANAGEMENT SHALL BE:

**EAST COAST MAINTENANCE & MANAGEMENT**  
**410 S MILITARY TRAIL**  
**DEERFIELD BEACH**  
**FLORIDA 33442**

### **APPLICABLE LAW AND VENUE**

IT'S THE INTENTION OF THE PARTIES HERETO THAT THIS AGREEMENT AND THE PERFORMANCE HEREUNDER IN ALL SUITS ARISING HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA AND THAT THE LAWS OF FLORIDA SHALL BE APPLICABLE AND SHALL GOVERN TO THE EXCLUSION OF THE LAW OF ANY OTHER FORUM WITHOUT REGARD TO THE JURISDICTION IN WHICH ANY ACTION OR SPECIAL PROCEEDING MAY BE INSTITUTED. THE PARTIES AGREE THAT THE APPROPRIATE VENUE FOR ANY AND ALL SUITS AND SPECIAL PROCEEDINGS ARISING OUT OF, AND IN CONNECTION WITH, OR BY REASON OF THIS AGREEMENT, SHALL BE APPROPRIATE COURT OF COMPETENT JURISDICTION LOCATED IN BROWARD COUNTY, FLORIDA.

## CUSTOMER SERVICE PROGRAM

A CUSTOMER SERVICE PROGRAM IS IN PLACE AND WILL BE TAILORED TO THE SPECIFIC NEEDS OF THE ASSOCIATION.

THIS PROGRAM WILL ASSURE PROMPT RESPONSE TO OWNER REQUESTS FOR SERVICE. OUR MAIN OFFICE AND THE MANAGERS OFFICE IF APPLICABLE, WILL COMMUNICATE THROUGH THE INTERNET USING EAST COAST MAINTENANCE & MAINTENANCE EMAIL SYSTEM. A CURRENT LIST OF PENDING AND COMPLETED WORK ORDERS ARE ONLY A CLICK AWAY. WORK ORDERS MAY BE PLACED BY PHONE, EMAIL OR BY FAX.

EACH RESIDENT OF THE ASSOCIATION WILL BE GIVEN THE EAST COAST MAINTENANCE & MANAGEMENT PHONE NUMBER LIST LISTING ALL THE OFFICE NUMBERS, FAX NUMBER AND EMERGENCY PHONE NUMBERS.

AS RESIDENTS CALL THEIR WORK ORDERS CAN BE TRACKED UNTIL COMPLETION. THE RESIDENT WILL BE ISSUED A WORK ORDER NUMBER UPON REQUEST SO THEY MAY REFERENCE IT AT ANY TIME TO CHECK THE STATUS OF THE REQUEST. IF THERE IS A BUILDING CONCERN A BOARD MEMBER MUST CALL IN THE WORK ORDER.

UPON COMPLETION OF THE RESIDENTS REQUEST A COPY OF THE WORK ORDER CAN BE LEFT CONFIRMING THE WORK HAS BEEN DONE OR WE CAN MAIL A COPY TO THE RESIDENT.

ALL CALLS WILL BE ANSWERED BY A LIVE OPERATOR, EAST COAST MAINTENANCE & MANAGEMENT CUSTOMER SERVICE NUMBER CAN ALSO BE USED FOR EMERGENCIES BETWEEN THE HOURS OF 4:30 PM AND 8:00 AM, MONDAY THRU FRIDAY AND ON WEEKENDS 24/7. AND WE WILL RESPOND WITHIN 24 - 48 HOURS.

1. REVIEW THE PROPERTY ON A BI-ANNUALLY, IF REQUESTED BASIS AND MAKE RECOMMENDATIONS TO THE BOARD OF DIRECTORS. ARCHITECTURAL AND OTHER RULES AND REGULATIONS VIOLATIONS WILL BE NOTED DURING THIS REVIEW. A BI-ANNUAL REPORT CAN BE GENERATED AND DISTRIBUTED DETAILING THESE REVIEWS OF THE PROPERTY.
2. BE AVAILABLE TO OBTAIN BIDS AND PROPOSALS FOR WORK TO BE PERFORMED FOR REVIEW BY THE BOARD OF DIRECTORS. EAST COAST MAINTENANCE & MANAGEMENT WILL ASSIST IN THE PREPARATION OF SPECIFICATIONS FOR PROJECTS SUCH AS PAVING, PAINTING, OR OTHER NEEDS OF THE ASSOCIATION. EAST COAST MAINTENANCE & MANAGEMENT WILL SCREEN ALL POTENTIAL BIDDERS



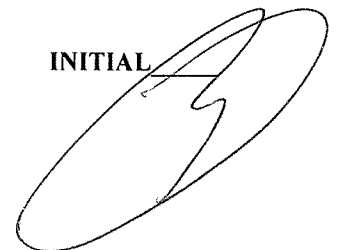
TO ASSURE YOU THAT THEY HAVE PROPER LICENSES AND INSURANCE. EAST COAST MAINTENANCE & MANAGEMENT WILL CHECK REFERENCES AND GATHER OTHER INFORMATION NECESSARY TO ASSIST THE BOARD IN SELECTING A CONTRACTOR WHO IS IN THE BEST INTEREST OF THE ASSOCIATION.

1. RECEIVE IN WRITING, TELEPHONE OR EMAIL, MAINTENANCE PROBLEMS OR OTHER REQUESTS AND FULFILL THESE REQUESTS ON A TIMELY BASIS.
2. HANDLE ALL ASSOCIATION CORRESPONDENCE. ROUTINELY PROVIDE COPIES TO THE BOARD OF DIRECTORS. ANY LEGAL MATTER WILL BE IN CONJUNCTION WITH THE ASSOCIATIONS' LEGAL COUNSEL.
3. THE PROPERTY MANAGER WILL ATTEND THE ANNUAL MEMBERS MEETING AS WELL AS TWO BOARD MEMBER MEETINGS WHEN REQUESTED.
  - A. SHOULD THE ASSOCIATION REQUIRE THE ATTENDANCE OF ADMINISTRATIVE SUPPORT STAFF IN ADDITION TO THE CAM AT ANY OF THE AFOREMENTIONED MEETINGS, THE ASSOCIATION SHALL PAY EAST COAST \$40.00 PER HOUR FOR EACH ADMINISTRATIVE STAFF MEMBER (WITH A 3-HOUR MINIMUM).
  - B. ANY ADDITIONAL MEETINGS NOT HELD DURING NORMAL BUSINESS HOURS (I.E., 8 AM TO 5 PM MONDAY THROUGH FRIDAY) OR ANY MEETINGS HELD BETWEEN THE HOURS 5PM FRIDAY THROUGH 8AM MONDAY, OR ON HOLIDAYS, SHALL BE AT AN ADDITIONAL EXPENSE TO THE ASSOCIATION OF \$200.00 PER MEETING FOR ATTENDANCE OF THE CAM AND \$40.00 PER HOUR (WITH A 3 HOUR MINIMUM) FOR THE TIME OF ADMINISTRATIVE SUPPORT STAFF, IF NEEDED.
  - C. SHOULD THE CAM BE REQUIRED TO ATTEND ANY MEETING WHICH EXTENDS BEYOND 3 HOURS, THERE SHALL BE AN ADDITIONAL EXPENSE TO THE ASSOCIATION OF \$50.00 PER HOUR FOR ANY TIME IN EXCESS OF THE 3 HOURS.
4. PROVIDE A TWENTY-FOUR-HOUR EMERGENCY # 954-428-7015 ANSWERING SERVICE FOR EMERGENCIES. WILL RESPOND TO ALL EMERGENCIES WITHIN 1-2 HOURS.
5. REQUEST ASSIST THE BOARD IN ENFORCEMENT OF ASSOCIATION RULES AND REGULATION.
  - A. RECEIVE AND INVESTIGATE WRITTEN AND SIGNED COMPLAINTS REGARDING DOCUMENT AND RULE VIOLATIONS AND REPORT FINDINGS TO THE BOARD.
  - B. AT THE REQUEST OF THE BOARD OR PER PREVIOUSLY AGREED UPON POLICY, INFORM IN WRITING, RESIDENTS WHO ARE IN VIOLATION. DIRECT COSTS OF PRINTING, POSTAGE, AND LABOR ARE INCLUDED IN THE CONTRACT COST OF THIS AGREEMENT. FOLLOW-UP LETTERS ARE ALSO INCLUDED IF NEEDED, AND ANY COST FROM THE ATTORNEY (IF NEEDED) WOULD BE PASSED ON TO THE RESIDENT THAT IS IN VIOLATION.
  - C. TAKE SUCH OTHER ACTIONS, CONSISTENT WITH THE ASSOCIATION POLICY TO ASSIST THE BOARD IN ADMINISTRATION AND ENFORCEMENT OF THE RULES AND REGULATIONS.
  - D. WORK WITH CVE COUNSEL WHEN VIOLATION IS SENT OUT.

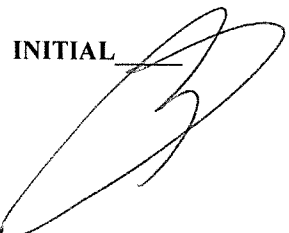
6. EAST COAST MAINTENANCE & MANAGEMENT SHALL ALSO ASSIST THE ASSOCIATION IN COORDINATING THE WORK OF ANY INDEPENDENT CONTRACTORS WITH THE DAY-TO-DAY ACTIVITIES OF THE ASSOCIATION. HOWEVER, UNDER NO CIRCUMSTANCE SHALL THE MANAGER OR AN EMPLOYEE OF MANAGER BE DESIGNATED TO SERVE AS THE ASSOCIATIONS REPRESENTATIVE IN ANY CONTRACT.
7. COLLECT ALL REGULAR AND SPECIAL ASSESSMENTS LEVIED BY THE BOARD OF DIRECTORS, AS NEEDED OR MONTHLY, FROM THE ASSOCIATIONS MEMBERS AND OTHER REVENUES, WHICH MAY BE DUE TO THE ASSOCIATION. THE ASSOCIATION HERBY AUTHORIZES THE MANAGER TO REQUEST, DEMAND, COLLECT, RECEIVE AND RECEIPT FOR ANY AND ALL ASSESSMENTS AND CHARGES WHICH MAY BE DUE AND TO ADVISE THE ASSOCIATIONS ATTORNEY TO TAKE ACTION IN THE NAME, AND ON BEHALF, OF THE ASSOCIATION BY WAY OF MAKING, RECORDING, SATISFYING OR FORECLOSING THE ASSOCIATIONS LIENS, THEREFORE INITIATING LEGAL PROCESS OR TAKING SUCH OTHER ACTION AS THE MANAGER SHALL DEEM NECESSARY OR APPROPRIATE IN ITS REASONABLE JUDGEMENT, SUBJECT TO THE ASSOCIATIONS APPROVAL, FOR THE COLLECTION OF SUCH ASSESSMENTS.
8. TAKE SUCH ACTIONS AS MAY BE REASONABLY NECESSARY TO ADVISE THE ASSOCIATION, UNIT OWNERS AND/ OR OCCUPANTS OF THE NEED TO COMPLY WITH ALL PERTINENT LAWS, STATUTES, ORDINANCES, AND RULES OF APPROPRIATE GOVERNMENTAL AUTHORITIES HAVING JURISDICTION, AND ADVISE THE ASSOCIATION UNIT OWNERS AND/ OR OCCUPANTS OF ANY VIOLATION THEREOF ACTUALLY KNOWN BY THE MANAGER IN CONJUNCTION WITH THE ASSOCIATION COUNSEL. FURTHERMORE, THE EAST COAST MAINTENANCE & MANAGEMENT MANAGER SHALL ADVISE UNIT OWNERS AND OCCUPANTS OF UNITS OF THE NEED TO COMPLY WITH:

THE DECLARATION, ARTICLES OF INCORPORATION AND BYLAWS OF THE ASSOCIATION AND APPLICABLE RULES AND REGULATIONS, IN CONNECTION WITH THE OPERATION OF THE ASSOCIATION AND ANY VIOLATIONS THEREOF ACTUALLY KNOWN BY THE MANAGER. NOTWITHSTANDING ANYTHING CONTAINED IN THIS CONTRACT TO THE CONTRARY, THE ASSOCIATION HEREBY ACKNOWLEDGES THAT IN NO EVENT SHALL THE MANAGER BE LIABLE FOR FAILURE OF THE ASSOCIATION, UNIT OWNERS AND OCCUPANTS OF UNIT TO COMPLY WITH ALL SUCH LAWS, STATUTES, ORDINANCES AND RULES OF GOVERNMENTAL AUTHORITIES AND THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS OF THE ASSOCIATION AND APPLICABLE RULES AND REGULATIONS OF THE COMMUNITY, MANAGER DOES NOT HAVE AUTHORITY TO PROVIDE, AND SHALL NOT BE RESPONSIBLE FOR PROVIDING, LEGAL ADVICE TO THE ASSOCIATION REGARDING THE INTERPRETATION OR APPLICATION OF LAW.

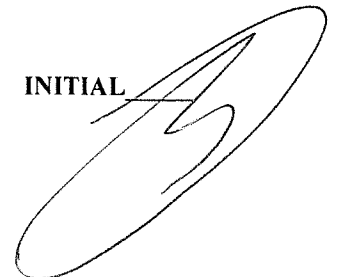
9. ANY SUPPLIES & MATERIAL PURCHASED IN ANY AMOUNT OF MONEY HAS TO BE APPROVED BY THE BOARD.
10. APPROVE ALL BILLS RECEIVED BY THE ASSOCIATION, AS NEEDED OR MONTHLY, FOR SERVICES, WORK AND SUPPLIES ORDERED IN CONNECTION WITH MAINTAINING AND OPERATING THE ASSOCIATION, SUBJECT TO ASSOCIATION APPROVAL.

A large, stylized handwritten signature or set of initials, possibly 'A', written in black ink. The signature is enclosed within a large, irregular oval shape.

11. MAINTAIN, AS NEEDED, THE ASSOCIATIONS FINANCIAL RECORD BOOKS, ACCOUNTS AND OTHER FINANCIAL RELATED RECORDS AS PROVIDED BY THE ASSOCIATIONS BYLAW AND PURSUANT TO CHAPTER 718, FLORIDA STATUTES, AND ISSUE CERTIFICATES OF ACCOUNT TO UNIT OWNERS AND THEIR MORTGAGES AND LIENORS TOGETHER WITH SUCH OTHER DOCUMENTS AS MAY BE GENERALLY REQUESTED OR PROVIDED IN CONNECTION WITH SALES, MORTGAGES OR OTHER TRANSFERS OF UNITS OR INTERESTS THEREIN, WITHOUT LIABILITY OF THE MANAGER FOR ERRORS AND/ OR OMISSIONS UNLESS AS A RESULT SOLELY OF ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
12. RECORDS SHALL BE KEPT AT LOCAL OFFICE OF EAST COAST MAINTENANCE & MANAGEMENT OR AT A LOCATION DESIGNATED BY THE MANAGER IN ACCORDANCE WITH CHAPTER 718, FLORIDA STATUTES, AND SHALL BE AVAILABLE FOR INSPECTION PURSUANT TO SECTION 718.111 (12) FLORIDA STATUTES, AND FOR REVIEW AND AUDIT. THE PARTIES AGREE THAT AN ANNUAL COMPILATION REVIEW OR AUDIT OF FINANCIAL RECORDS SHALL BE MADE BY AN INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT EMPLOYED BY, AND AT COST, EXPENSE AND APPROVAL OF THE ASSOCIATION AND AT SUCH TIMES AS DETERMINED BY THE ASSOCIATION. FOR EXTRAORDINARY OR REPEATED RECORDS INSPECTION REQUESTS, THE MANAGER MAY CHARGE THE ASSOCIATION A REASONABLE ADMINISTRATIVE FEE FOR TIME REQUIRED TO PRODUCE DOCUMENTS FOR INSPECTION BY A MEMBER OF THE ASSOCIATION AND FOR A TIME OF A REPRESENTATIVE OF THE MANAGER TO OVERSEE INSPECTION. THE BOARD WILL BE NOTIFIED PRIOR TO CHARGE.
13. PREPARE ANNUALLY A SUGESTED OPERATING BUDGET FOR THE ASSOCIATION SETTING FOURTH AN ITEMIZED STATEMENT OF ANTICIPATED RECEIPTS AND DISBURSEMENTS BASED UPON THE THEN CURRENT SCHEDULE FOR ASSESSMENTS AND TAKING INTO ACCOUNT THE GENERAL CONDITION OF THE ASSOCIATION AND THE COMMUNITY.
14. ACCEPT APPLICATIONS AND REFERENCES OF PROSPECTIVE UNIT PURCHASERS AND FACILITATE TRANSFERS AND LEASES OF UNITS, ALL AS NEEDED, PROVIDED, HOWEVER, THAT ACTUAL APPROVAL OR DISAPPROVAL OF SAME SHALL BE GIVEN AND EXECUTED BY A PROPER OFFICER OF THE ASSOCIATION.
15. DEPOSIT, AS NEEDED OR WEEKLY, ALL FUNDS COLLECTED FROM UNIT OWNERS AND OTHERS INTO BANK ACCOUNT ESTABLISHED BY THE ASSOCIATION.
16. PERFORM ROUTINE VISUAL INSPECTIONS AND MAKE RECOMMENDATIONS TO THE BOARD OF DIRECTORS AS TO MAINTENANCE AND IMPROVEMENTS TO COMMON ELEMENTS OF THE BUILDING.
17. PROVIDE REGULAR REPORTS TO THE BOARD OF DIRECTORS OF THE STATUS OF PENDING AND COMPLETED OPERATIONS AFFECTING THE ASSOCIATION.
18. ALL ACTIONS TAKEN BY THE MANAGER WITH RESPECT TO MANAGEMENT AND MAINTENANCE UNDER THE PROVISIONS OF THIS CONTRACT SHALL BE TAKEN SOLELY FOR THE ASSOCIATION, ALL OBLIGATIONS OR EXPENSES INCURRED IN THE PERFORMANCE OF THE MANAGERS DUTIES AND OBLIGATION SHALL BE FOR THE ACCOUNT, ON BEHALF OF, IN ASSISTANCE TO AND AT THE EXPENSE OF THE ASSOCIATION, EXCEPT AS IS OTHERWISE EXPRESSLY PROVIDED HEREIN. MANAGER OR ANY EAST COAST MAINTENANCE & MANAGEMENT EMPLOYEE AGREES THAT IT WILL NOT INCUR ANY EXPENSE ON BEHALF OF THE ASSOCIATION WITHOUT THE EXPRESSED APPROVAL OF THE ASSOCIATION IN WRITING.

INITIAL 

19. EXCEPT AS IS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE ASSOCIATION SHALL PAY OR REIMBURSE THE MANAGER FOR ALL COSTS WHICH MAY BE INCURRED BY THE MANAGER IN PROVIDING SERVICES, MATERIALS AND SUPPLIES IMMEDIATELY UPON RECEIPT OF AN INVOICE THEREFORE, EXCEPT THAT THE MANAGER SHALL NOT BE ENTITLED TO REIMBURSEMENT FOR SALARIES OF OFFICER OF THE MANAGER AND GENERAL OFFICE OVERHEAD OF THE MANAGER, AS SAID ITEMS ARE ACTUALLY INCLUDED WITH THE CONTRACT PRICE. AS PREVIOUSLY STATED, NO EXPENSES SHALL BE INCURRED WITHOUT THE EXPRESSED APPROVAL OF THE ASSOCIATION.
20. THE PRESIDENT OF THE ASSOCIATION SHALL DESIGNATE IN WRITING A SINGLE INDIVIDUAL WHO SHALL BE AUTHORIZED TO DEAL WITH THE MANAGER ON ANY MATTER RELATING TO THIS CONTRACT. IN THE ABSENCE OF ANY SUCH DESIGNATION, THE PRESIDENT, OR BOARD MEMBER OF THE ASSOCIATION SHALL HAVE THIS AUTHORITY. THE ASSOCIATION SHALL NOT INTERFERE NOR PERMIT, ALLOW OR CAUSE ANY OF ITS OFFICERS, DIRECTORS, OR MEMBERS TO INTERFERE WITH THE MANAGER IN THE PERFORMANCE OF ITS DUTIES.
21. THE MANAGER SHALL CAUSE TO BE PAID PERIODICALLY, AS REQUIRED, ALL FINANCIAL OBLIGATIONS OF THE ASSOCIATION, TO THE EXTENT THAT THE ASSOCIATION HAS PROVIDED FUNDS FOR THE PAYMENT THEREOF, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:
  - A. INSURANCE PREMIUMS ON THE INSURANCE CARRIED BY THE ASSOCIATION.
  - B. ALL TAXES REQUIRED TO BE PAID BY THE ASSOCIATION.
  - C. BUILDING INSPECTION FEES AND ELEVATOR FEES.
  - D. ALL UTILITIES TO BE PAID BY THE ASSOCIATION
  - E. MANAGER'S FEES, LEGAL FEES, ACCOUNTING FEES.
  - F. MONTHLY CONTRACTED SERVICES.
  - G. SUCH SUMS WHICH SHALL BECOME DUE AND PAYABLE FOR EXPENSES OR OTHER OBLIGATIONS INCURRED BY THE MANAGER ON BEHALF OF THE ASSOCIATION IN ACCORDANCE WITH THE BUDGET.
  - H. SUCH OTHER AMOUNTS OR CHARGES AS MAY BE AUTHORIZED BY THE ASSOCIATION, PROVIDED, HOWEVER THAT THE MANAGER SHALL NOT BE LIABLE FOR THE FAILURE TO MAKE ANY SUCH PAYMENT.

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## BUILDING AND PROPERTY MAINTENANCE

### JANITORIAL MAINTENANCE

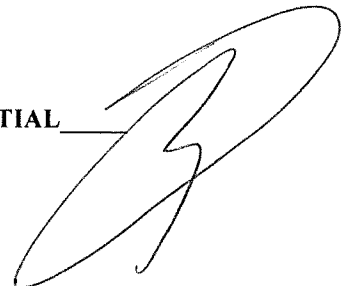
- A. POLICE BUILDING AND GROUNDS TWO TIMES PER WEEK TO REMOVE DEBRIS SUCH AS BOTTLES, CANS AND PAPER ETC...
- B. ALL CATWALKS, STAIRWAYS, RAILINGS AND WALKWAYS ARE TO BE SWEEPED TWO TIMES WEEKLY FOR DEBRIS WEATHER PERMITTING.
- C. ALL WALKWAYS, CATWALKS WILL BE MOPPED OR HOSED DOWN ONCE A MONTH.
- D. CEILINGS OF CATWALKS BY DOORS WILL BE SWEEPED ONCE (1) PER WEEK.
- E. WINDOWSILLS AND FRAMES ON CATWALKS, ACCESSIBLE FROM GROUND LEVEL, WILL BE DUSTED ONCE (1) PER WEEK.
- F. ALL APARTMENT DOORS WILL BE DUSTED WEEKLY. IF THERE IS MOLD ON DORR, THEY WILL SCHEDULE IT TO BE WASHED DOWN.
- G. DUST FIRE EXTINGUISHERS AND/ OR FIRE EXTINGUISHER BOXES WEEKLY.
- H. MAILBOXES WILL BE DUSTED WEEKLY.
- I. LIGHT BULBS WILL BE CHANGED AS NEEDED; FIXTURES WILL BE DUSTED WHEN BULBS ARE CHANGED. (ASSOCIATION TO PAY FOR COST OF ANY SPECIALTY BULBS INCLUDING ENERGY EFFICIENT FLORESCENT)
- J. METER ROOMS THAT ARE READILY ACCESSIBLE WILL BE SWEEPED MONTHLY.
- K. LAUNDRY ROOMS (IF ACCESSIBLE) WILL BE SERVICED WEEKLY.
  - 1. FLOORS WILL BE SWEEPED.
  - 2. DUST OFF WASHERS AND DRYERS TOP AND FRONT ONLY.
  - 3. SWEEP CEILINGS TO REMOVE INSECTS, WEBS, NESTS, ETC...
  - 4. TRASH IN LAUNDRY ROOMS WILL BE EMPTIED 2 TIMES PER WEEK
- L. DUMPSTERS WILL BE DEODORIZED MONTHLY WITH PINE OR CITRUS TYPE DEODORIZER.

(NOTE: DUMPSTERS ARE OWNED BY THE TRASH HAULER AND EAST COAST MAINTENANCE & MANAGEMENT IS PROHIBITED FROM CLEANING THE DUMPSTER)

- M. DUST AIR CONDITIONING UNITS ON CATWALKS WEEKLY IF APPLICABLE.
- a. APPLY MILDICIDE TO ACCUMULATIONS OF MOLD/ MILDEW ON STAIRWAYS AND WALKS AS NEEDED.
  - b. THE BUILDINGS WILL BE PRESSURE CLEANED ONCE (1) PER YEAR. THIS INCLUDES FRONTS AND SIDES ON GARDENS INCLUDING ALL WALKS AND ONLY THE FRONTS ON THE 4 STORIES INCLUDING ALL STAIRCASES AND WALKS (ONLY AREAS ACCESSIBLE BY PRESSURE CLEANER WAND), EXCLUDING OUTSIDE TOWERS.
  - c. ALL SERVICES WILL BE SCHEDULED AND THE BOARD WILL BE NOTIFIED IN ADVANCE.

### **EXTERIOR AND INTERIOR PEST CONTROL**

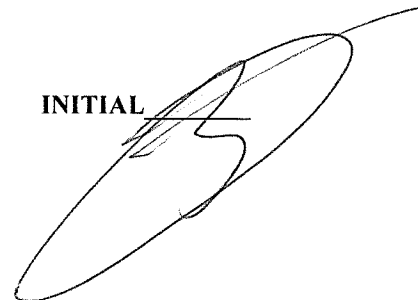
- 1. PEST CONTROL SERVICES WILL BE RENDERED MONTHLY TO CATWALKS AND PERIMETERS OF ALL BUILDINGS. INSECTICIDE WILL BE APPLIED UP TO THREE (3) FEET FROM GROUND LEVEL TO ENTIRE BUILDING PERIMETER. APPLICATION IS DESIGNED TO PREVENT INTRUSION OF ANTS, ROACHES, SILVERFISH, ETC.... HOWEVER, INTERIOR UNITS MAY ALSO ADHERE TO A STRICT PEST CONTROL PROGRAM TO MINIMIZE INSECTS IN UNITS. (THIS EXCLUDES WHITE FOOTED ANTS AND WHITE FLY).
- 2. LAUNDRY ROOMS WILL BE TREATED MONTHLY. TECHNICIANS WILL MAKE EVERY EFFORT TO OBTAIN A KEY FOR LOCKED LAUNDRY ROOMS FROM A RESIDENT.
- 3. ALL DUMPSTERS AND CHUTES WILL BE TREATED MONTHLY.
- 4. TREAT FOR FIRE ANTS AS REQUIRED NOT LESS THAN ONE (1) TIME PER MONTH.
- 5. THERE WILL BE A ONE TIME CHARGE OF \$50.00 PER BAIT STATION AND A MONTHLY MAINTENANCE COST OF \$5.00 COVERING LABOR AND BAIT.
- 6. REMOVE WASPS' NESTS AS REQUIRED **FROM GROUND LEVEL**. WILL REMOVE 2<sup>ND</sup> FLOOR WASPS' NESTS THAT ARE REACHABLE WITHOUT A LIFT WITH A CALLED IN WORK ORDER.
- 7. CHEMICALS USED WILL MEET OR EXCEED ALL GOVERNMENT STANDARDS.
- 8. SERVICES WILL BE PERFORMED BY THOROUGHLY TRAINED, LICENSED AND QUALIFIED PEST CONTROL OPERATORS.
- 9. OPERATORS WILL SIGN IN ON A SHEET PROVIDED BY EACH BUILDING IF AVAILABLE.

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INTERIOR PEST CONTROL IS INCLUDED. ALL UNITS WILL BE SPRAYED AS NEEDED; YOU MUST CALL THE OFFICE TO BE PUT ON THE CALL BACK LIST. THIS INCLUDES EVERY ROOM IF REQUESTED, CLOSETS WHEN LEFT OPEN, PIPES UNDER SINKS AND PATIOS. ONCE A YEAR DUSTING INCLUDES WASTEWATER LINES UNDER THE SINKS KITCHEN & BATHROOMS AND OR BAITED FOR INSECTS THAT MAY EXIST. THIS ONCE-A-YEAR DUSTING MUST BE SCHEDULED SO WE HAVE ACCESS TO ALL THE UNITS. DOES NOT INCLUDE TREATING FOR GERMAN ROACHES OR BED BUGS.

### MINOR REPAIR AND MAINTENANCE

1. EAST COAST MAINTENANCE & MANAGEMENT SHALL PROVIDE SUPPLIES AND LABOR TO PERFORM MINOR REPAIRS TO THE EXTERIOR OF BUILDINGS AND COMMON ELEMENT WHICH CAN BE REACHED FROM GROUND LEVEL, IF HIGHER THAN THERE WILL BE A CHARGE FOR SPECIAL EQUIPEMENT NEEDED. IN THIS CASE WE WILL NEED THE APPROVAL OF THE ASSOCIATION. THIS DOES NOT INCLUDE MAJOR REPAIRS OR IMPROVEMENTS. THESE SERVICES SHALL INCLUDE, BUT NOT NECESSARILY BE LIMITED TO, THE FOLLOWING: BUILDING WILL BE RESPONSIBLE FOR ANY AND ALL MATERIAL NEEDED NO CHARGE FOR LABOR.
  - A. MINOR ELECTRICAL AND PLUMBING NOT REQUIRING A PERMIT.
  - B. MINOR CAULKING OF WINDOWS AND DOORS.
  - C. REPAIR OF CRACKS (LESS THAN 1/16 INCH IN DIAMETER) IN WALLS, CEILINGS, CATWALKS, SPINDLES, AND RAILINGS.
  - D. MINOR CAULKING (LESS THAN 1/8 INCH IN DIAMETER) AROUND PATIO. EAST COAST MAINTENANCE & MANAGEMENT CAN NOT GUARANTEE AGAINST PATIO LEAKS OR WATER INTRUSION INTO PATIO.
  - E. KEEPING WEEP HOLES OPEN IN ORIGINAL SCREENED IN PORCHES.
2. EAST COAST MAINTENANCE & MANAGEMENT SHALL PROVIDE LABOR AND EQUIPMENT AT A CHARGE, AND THE ASSOCIATION SHALL PAY FOR SUPPLIES/ MATERIALS, TO PERFORM SERVICES UPON APPROVAL OF THE ASSOCIATION, WHICH SHALL INCLUDE, BUT NOT NECESSARILY BE LIMITED TO, THE FOLLOWING:
  - A. REPLACE LAMPOST BULB OR SPECIALTY BULBS.
  - B. REPLACE ELECTRICAL FIXTURES AND EMERGENCY LIGHT FIXTURES

A large, stylized handwritten signature or set of initials, possibly 'B', written in black ink. It is positioned to the right of the 'INITIAL' label.

- C. REPLACEMENT OF DETERIORATED FACIA BOARDS, UP TO A MAXIMUM OF TWENTY-FIVE (25) FEET PER ASSOCIATION PER YEAR (STRUCTURAL REPAIRS ARE NOT INCLUDED). IF GUTTERS ARE PRESENT, THE BUILDING IS RESPONSIBLE FOR GUTTER REMOVAL AND MAY NOT BE ABLE TO MAKE REQUIRED REPAIRS IF GUTTERS ARE NOT REMOVED PRIOR TO REPAIR. IF THE ASSOCIATION USES AN ALUMINUM WRAP ON THE BUILDINGS FACIA, EAST COAST MAINTENANCE & MANAGEMENT WILL NOT BE RESPONSIBLE FOR ANY REPAIRS TO THE ROTTED FACIA.
  - D. REPLACEMENT OF NOT MORE THAN FOUR (4) CEMENT RAILS, POSTS AND SPINDLES PER BUILDING PER CONTRACT YEAR.
  - E. REPAIR OR REPLACE TIME CLOCKS FOR CATWALKS AND OTHER LIGHTS.
  - F. REPAIR OR REPLACEMENT OF PARKING BUMPERS
  - G. INSTALLATION OF BUILDING I.D. LETTERS.
  - H. REPLACE COMMON AREA DOORKNOBS OR CRASH CHAINS.
  - I. A LICENSED ELECTRICIAN OR PLUMBER WILL BE PROVIDED TO THE ASSOCIATION, WHEN NECESSARY, ON A TIME AND MATERIAL BASIS, BILLED TO THE ASSOCIATION.
3. EAST COAST MAINTENANCE & MANAGEMENT SHALL RECOMMEND AN APPROVED COMPANY TO PERFORM AN ANNUAL FIRE EXTINGUISHER INSPECTION AND RECHARGING OF ALL EXTINGUISHERS BY A LICENSED COMPANY. THE CONDOMINIUM ASSOCIATION SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL INSPECTIONS, RECHARGING AND REPLACEMENT OF ANY FIRE EXTINGUISHER.

### **MINOR ROAD REPAIR**

1. IN YOUR PARKING LOT ALL POTHOLES AND MINOR REPAIRABLE DEFECTS WILL BE REPAIRED AT NO CHARGE.



## EXTERIOR PAINTING

PAINTING WILL BE PERFORMED ON A TWO (2) YEAR CYCLE TO INCLUDE THE FOLLOWING ITEMS. ITEMS MUST BE ON OPPOSITE YEARS.

- A. PARKING BUMPERS WILL BE PAINTED AND STENCILED.
- B. PARKING LOT LINES WILL BE RESTRIPE.
- C. REPAINT "NO PARKING" SIGNS ON PAVEMENT.
- D. APARTMENT DOORS
- E. COMMON AREA/ELEMENT DOORS
- F. LAMP POST

**NOTE:** EAST COAST MAINTENANCE & MANAGEMENT WILL NOT PAINT AIR CONDITIONER CABINETS.

## GENERAL SPECIFICATIONS

1. EAST COAST MAINTENANCE & MANGEMENT WILL PROVIDE MAINTENANCE CHECK IN SHEETS FOR EACH BUILDING. OUR STAFF WILL SIGN IN AND DATE THESE SHEETS UNDER EACH SPECIFICATION UPON COMPLETION OF THE WORK. OUR MAIN OFFICE WILL MAINTAIN A MASTER LOG FOR EACH BUILDING. THIS LOG WILL SERVE TO KEEP AN OFFICIAL AND ACCURATE RECORD OF THE COMPLETION DATES OF OUR VARIOUS SERVICES.
2. ALL EMPLOYEES WILL BE DETERMINED BY A COLOR-CODED UNIFORM FOR EASY IDENTIFICATION. ALL SUPERVISORS AND FOREMEN WILL BE CLEARLY RECOGNIZED IN DIFFERENT UNIFORMS.
3. "ACTS OF GOD" SUCH AS STORMS, HURRICANES, FLOODS, TORNADOS AND LIGHTENING ARE EXCLUDED FROM THIS AGREEMENT. AS SOON AS ANY STORM PASSES EAST COAST MAINTENANCE & MANAGEMENT WILL ASSIST THE ASSOCIATION IN ANY CLEAN-UP AND REPAIRS THAT ARE NEEDED PER ASSOCIATION APPROVAL.

NOTE: IN THE EVENT OF DAMAGE RESULTING FROM A STORM OR NATURAL DISASTER, EAST COAST MAINTENANCE & MANAGEMENT WILL PROVIDE SERVICES UPON THE REQUEST OF EACH INDIVIDUAL ASSOCIATION AS FOLLOWS:

HAZARD PRUNING AND CLEAN UP/REMOVAL OF DOWNED TREES OR LIMBS WILL BE PERFORMED AT A RATE OF \$35.00 PER MAN HOUR PLUS DUMP FEES. THIS RATE IS APPLIED TO CLEAN UP CREWS, SKILLED IN CHAIN SAW USE. IF SPECIALIZED EQUIPMENT IS REQUIRED, SUCH AS LIFT TRUCKS, BOBCATS, FRONTEND LOADERS, ETC... A TIME AND MATERIALS PROPOSAL WILL BE SUBMITTED TO THE ASSOCIATION FOR APPROVAL (HAZARD PRUNING INCLUDES REMOVAL OF TREES AND LIMBS FROM BUILDING, VEHICLES ETC....).

ANY TREES REQUIRING RE STAKING WILL BE BILLED AT \$35.00 PER TREE (INCLUDES LABOR AND MATERIALS FOR TREES THAT DO NOT EXCEED 15" INCH HEIGHT: TREES OVER 15" WILL BE BILLED ON A TIME AND MATERIALS BASIS. IN THE EVENT OF A STORM THAT RESULTS IN SUFFICIENT DAMAGE TO ASSOCIATION BUILDINGS OR GROUND, WHICH PROHIBITS EAST COAST MAINTENANCE & MANAGEMENT FROM PERFORMING ITS NORMAL MAINTENANCE SERVICE LISTED IN THIS AGREEMENT. IT IS UNDERSTOOD THAT EAST COAST MAINTENANCE & MANAGEMENT WILL MAKE EVERY EFFORT TO RESUME NORMAL OPERATION AS SOON AS IT IS SAFE TO DO SO.

4. WORK REQUESTS SHALL BE DIRECTED TO OUR CUSTOMER SERVICE DEPARTMENT. ROUTINE REQUEST IS TO BE HANDLED WITHIN 24 HOURS OF RECEIPT.
5. EAST COAST MAINTENANCE & MANAGEMENT INTENDS TO PERFORM ALL SERVICES WITHIN THE TIME FACTOR LISTED, EXCEPT FOR MAJOR HOLIDAYS AND FOR CIRCUMSTANCES THAT ARISE WHICH ARE BEYOND OUR CONTROL. HOWEVER, IF AN OFFICER OF THE BOARD OF DIRECTORS, WITHIN FIVE (5) WORKDAYS, NOTIFIES EAST COAST MAINTENANCE & MANAGEMENT IN WRITING OF A FAILURE TO PROVIDE SERVICES, EAST COAST MAINTENANCE & MANAGEMENT SHALL HAVE FIVE (5) WORKDAYS TO CORRECT SUCH FAILURE, OR THE ASSOCIATION SHALL BE ENTITLED TO A CREDIT FOR THE SERVICES NOT PERFORMED.
6. A CUSTOMER SERVICE PROGRAM IS IN PLACE AND WILL BE TAILORED TO THE SPECIFIC NEEDS OF YOUR BUILDING.

THIS CONVENIENT PROGRAM WILL ASSURE PROMPT RESPONSE TO OWNER REQUESTS FOR SERVICES. AS RESIDENTS CALL IN TO CUSTOMER SERVICE, A WORK ORDER WILL BE GENERATED AND TRACKED UNTIL COMPLETION. THE RESIDENT WILL BE ISSUED A WORK ORDER NUMBER IF REQUESTED, SO THEY MAY REFERENCE IT AT ANY TIME TO CHECK ON THE PROGRESS OF THE REQUEST. A COPY OF THE WORK ORDER WILL BE LEFT ON THE RESIDENTS DOOR ONCE THE WORK HAS BEEN COMPLETED IF THEY ARE NOT AT HOME, OR A COPY CAN BE MAILED TO THEM. A REPORT ON ALL SERVICE REQUESTS WILL BE INCLUDED IN THE QUARTERLY MANAGER'S REPORT. THE CUSTOMER SERVICE REPORT WILL INCLUDE TYPE OF SERVICE, DATE OF REQUEST, DATE OF COMPLETION AND THE NAME OF THE EMPLOYEE WHO PERFORMED THE SERVICE.

## ADMINISTRATIVE SERVICES

EAST COAST MAINTENANCE & MANAGEMENT SHALL PERFORM ALL OF THE REQUIRED ADMINISTRATIVE SERVICES AS OUTLINED BELOW:

1. PREPARE AND ADVISE THE BOARD IN THE PREPARATION OF GENERAL CORRESPONDANCE DEALING WITH BUSINESS MATTERS BETWEEN THE BOARD AND UNIT OWNERS, CONTRACTORS, GOVERNMENT OFFICIALS OR OTHER ENTITIES. MAINTAIN FILES FOR ALL SUCH CORRESPONDENCE AS WELL AS CORRESPONDANCE RECEIVED.
2. ARRANGE FOR MAILING OR DISTRIBUTION OF NOTICES REQUIRED BY THE CONDO DOCUMENTS, STATUTES OR AS REQUIRED BY THE BOARD. OUT OF POCKET EXPENSES SUCH AS POSTAGE, COPYING, MATERIAL AND LABOR THE ASSOCIATION IS RESPONSIBLE. ALL OTHER MAILINGS (VIOLATIONS ETC.) OTHER THAN COMMUNITY WIDE ARE INCLUDED IN THE CONTRACT PRICE.
3. MAINTAIN A FILING SYSTEM OF THE ASSOCIATIONS "OFFICIAL RECORDS" SUCH AS CONTRACTS, OWNER COMMUNICATIONS, FINANCIAL INFORMATION AND OTHER PERTINENT INFORMATION AS DESCRIBED IN FLORIDA STATUTES CHAPTER 718 TO BE STORED AT EAST COAST MAINTENANCE & MANAGEMENT CORPORATE OFFICE. AVAILABLE AT ALL TIMES FOR THE BOARD. ANY RECORDS KEPT AT THE CORPORATE OFFICE WILL BE AVAILABLE FOR UNIT OWNER INSPECTION AS REQUIRED BY STATUTE. THERE WILL BE NO CHARGE TO THE ASSOCIATION FOR THE STORAGE OF DOCUMENTS.
4. TRANSMIT TO THE BOARD, REPORTS RECEIVED ON ANY ACCIDENTS, FIRES OR OTHER CLAIMS RELATED TO THE MANAGEMENT, MAINTENANCE AND OPERATION OF THE PROPERTY.
5. UPON RECEIPT OF NOTIFICATION OF A SALE OF A UNIT, SET UP NECESSARY NEW OWNERSHIP RECORDS AND FILES TO FACILITATE COMMUNICATIONS AND ASSESSMENT BILLING.
6. ASSIST THE BOARD IN THE ORGANIZATION OF THE ASSOCIATIONS ANNUAL MEETING AND PREPARATION AND DISTRIBUTION OF NOTICE MATERIAL.
7. ASSIST IN ARRANGEMENTS FOR THE NECESSARY MATERIALS, PROCEDURES, PERSONNEL AND OTHER SUPPORT FOR THE CONDUCT OF THE MEETINGS.
8. EAST COAST MAINTENANCE & MANAGEMENT AGREES TO PERFORM ESTOPPELS FOR THE ASSOCIATION.
9. PROCESS "CEASE AND DESIST" LETTERS AND VIOLATION LETTERS. AS NECESSARY, FOLLOW UP SUCH LETTER TO ASSURE COMPLIANCE. KEEP THE SITE MANAGER AND THE BOARD OF DIRECTORS INFORMED OF ALL SUCH VIOLATIONS AND LETTERS. BOARD MUST HIRE LAWYER FOR LEGAL ACTION. WE WILL ASSIST THE LAWYER.

10. THE FOLLOWING OFFICE EXPENSES WILL BILLED AS REQUESTED AND AT A REASONABLE MARKET PRICE.:

- A. PHOTOCOPYING AND FAXES
- B. POSTAGE
- C. PRINTING/ MAIL OUTS-REGULAR-ANYTHING ABOVE & BEYOND WILL BE BILLED AT \$3.50 EACH
- D. 1099 FORMS
- E. DELINQUENT ACCOUNT REMINDER LETTERS
- F. COLLECTION DEMAND LETTERS

### **ACCOUNT SERVICES**

EAST COAST MAINTENANCE & MANAGEMENT SHALL UNDERTAKE TO PERFORM ALL BOOKEEPING FUNCTIONS AS MAY BE NECESSARY AND DESIREABLE, IN ACCORDANCE WITH STANDARD ACCOUNTING PRACTICES, FOR THE ACCURATE ACCOUNTING OF SUMS COLLECTED AND EXPENDED BY EAST COAST MAINTENANCE & MANAGEMENT FOR THE BENEFITS OF THE ASSOCIATION PURSUANT TO THIS AGREEMENT, THE DUTIES SHALL INCLUDE THE FOLLOWING:

### **BUDGET PREPARATION**

PREPARE A PROPOSED ANNUAL BUDGET EACH YEAR FOR THE FOLLOWING BUDGET YEAR FOR THE REVIEW AND APPROVAL OF THE BOARD OF DIRECTORS. THIS BUDGET WILL CONTAIN THE RESERVE SCHEDULE REQUIRED BY FLORIDA STATUTE AND ADMINISTRATIVE CODE.

## MONTHLY FINANCIAL REPORTS

- A. PREPARE A RECEIPTS AND DISBURSEMENTS STATEMENT AND AGED RECEIVABLE REPORT ON A MONTHLY AND YEAR TO DATE BASIS.
- B. PREPARE A YEAR END INCOME STATEMENT & RESERVE STATEMENT
- C. MAINTAIN A CASH RECEIPTS JOURNAL.
- D. MAINTAIN A CASH DISBURSEMENT JOURNAL.
- E. MAINTAIN ANY ACCOUNTS RECEIVABLE AND PAYABLE LEDGER.
- F. ADDITIONAL REPORTING THAT IS INCLUDED IN THE PROPOSAL, ANNUAL ASSOCIATION TAX RETURN.
- G. SUPPLY COPIES OF MONTHLY FINANCIAL REPORTS TO THE BOARD OF DIRECTORS BY THE TWENTIETH (20<sup>TH</sup>) OF EACH MONTH, INCLUDING BUT NOT LIMITED TO AN AGED RECEIVABLES REPORT AND RECEIPTS AND DISBURSEMENT STATEMENT.

## ACCOUNTS PAYABLE

- A. ORGANIZE ALL BILLS AND POST TO PROPER ACCOUNT NUMBERS. THE COMMUNITY ASSOCIATION MANAGER (CAM) WILL VERIFY THAT ALL WORK HAS BEEN PROPERLY COMPLETED USING MATERIAL IN ACCORDANCE WITH THE AGREEMENT. THE CAM MUST INDICATE HIS/ HER INSPECTION/ APPROVAL BY SIGNING THE BILL. ALL CHARGES ARE TO BE REASONABLE AND CUSTOMARY FOR SERVICES AND MATERIALS PROVIDED. THE BILL WILL THEN BE SUBMITTED TO THE BOARD FOR FINAL APPROVAL.
- B. PREPARE CHECKS TO BE DRAWN ON CHECKING ACCOUNT KEPT IN THE NAME OF THE ASSOCIATION. EAST COAST MAINTENANCE & MANAGEMENT SHALL PAY FROM THE ASSOCIATIONS ACCOUNT TO THE EXTENT THE SUMS COLLECTED BY EAST COAST MAINTENANCE & MANAGEMENT ARE SUFFICIENT TO COVER SUCH OBLIGATIONS, ALL EXPENSES FOR THE REGULAR MAINTENANCE AND OPERATION OF THE ASSOCIATION PROPERTY.
- C. EAST COAST MAINTENANCE & MANAGEMENT WILL NOT DISBURSE ANY PAYMENTS WITHOUT A BOARD SIGNATURE.

## ACCOUNTS RECEIVABLE

- A. MAINTAIN AN UP-TO-DATE OWNERS ROSTER WITH UP TO TWO (2) MAILING ADDRESSES.
- B. PREPARE AND ISSUE MAINTENANCE COUPONS AT A CHARGE TO ALL UNIT OWNERS ANNUALLY. QUARTERLY OR MONTHLY COUPONS WILL BE UTILIZED AT THE DIRECTION OF THE BOARD OF DIRECTORS.
- C. MAINTAIN A COMPLETE ACCOUNTS RECEIVABLE REPORT ON A MONTHLY BASIS. THIS REPORT WILL BE PROVIDED TO THE BOARD OF DIRECTORS MONTHLY.
- D. MAIL PAST DUE NOTICES ON THE 15<sup>TH</sup> OF EACH MONTH OR IN ACCORDANCE WITH THE ASSOCIATION DOCUMENTS.

## CASH COLLECTION

- A. RECEIVE MAINTENANCE AND OTHER ASSESSMENT PAYMENTS AND MISCELLANEOUS RECEIPTS AND DEPOSIT THEM IN THE ASSOCIATIONS INTEREST BEARING ACCOUNTS ON A TIMELY BASIS.
- B. THESE FUNDS SHALL NOT BE COMMINGLED WITH ANY OTHER FUNDS MANAGED BY EAST COAST MAINTENANCE & MANAGEMENT.
- C. ADDITIONAL SPECIAL ASSESSMENTS AUTHORIZED BY THE BOARD OF DIRECTORS, FOR SUCH ITEMS AS ROOFING, HURRICANE CLEAN UP OR LANDSCAPING REPLACEMENT AS EXAMPLES, WILL BE BILLED AT A RATE OF \$1.00 PER UNIT (MAXIMUM OF \$400.00) FOR EACH SPECIAL ASSESSMENT. EAST COAST MAINTENANCE & MANAGEMENT WILL SET UP AN ADDITIONAL ACCOUNT FOR EACH ASSESSMENT TO ENSURE NO COMMINGLING OF THESE FUNDS AS SET FORTH BY STATE STATUTES.

## FIDELITY BOND

EAST COAST MAINTENANCE & MANAGEMENT WILL PROVIDE A BLANKET FIDELITY BOND IN THE AMOUNT OF \$1,000,000 FOR EAST COAST MAINTENANCE & MANAGEMENT OFFICERS AND EMPLOYEES FOR EACH CONDOMINIUM ASSOCIATION.

## **ASSESSMENT COLLECTION**

EAST COAST MAINTENANCE & MANAGEMENT SHALL PROVIDE ALL COLLECTION MATTERS TO THE ASSOCIATION COUNCEL IUNLESS OTHERWISE DIRECTED BY SUCH ASSOCIATION. LATE CHARGES WILL BE ADDED IN ACCORDANCE WITH EACH ASSOCIATIONS POLICY.

## **MISCELLANEOUS SERVICES**

- A. ALL CONDO BILLS CAN BE SENT TO EAST COAST MAINTENANCE & MANAGEMENT.
- B. ALL ASSOCIATION FUNDS WILL BE PROMPTLY CREDITED TO BANK ACCOUNT.
- C. PROVIDE AN AUTOMATIC ACCOUNT DEBIT SERVICE FOR OWNERS' PAYMENTS.
- D. THE BOARD OF DIRECTORS OF THE ASSOCIATION IS RESPONSIBLE FOR ENGAGING AN INDEPENDENT ACCOUNTING FIRM FOR THE PURPOSE OF ANNUAL REVIEWS/ AUDIT AND ALL STATE AND FEDERAL TAX RETURNS. EAST COAST MAINTENANCE & MANAGEMENT WILL ASSIST THE ACCOUNTING FIRM AND/ OR CPA IN PROVIDING NECESSARY INPUT, DOCUMENTS AND INFORMATION NEEDED TO PROPERLY REVIEW THE ASSOCIATIONS RECORDS AND STATEMENTS.

## **SALES AND RENTALS**

IF AN INVESTIGATION IS REQUIRED, A CHECK WILL BE MADE PAYABLE TO EAST COAST MAINTENANCE & MANAGEMENT FOR THE COST OF THE INVESTIGATION.

## IRRIGATION MAINTENANCE

AT THIS CURRENT TIME MASTER MANAGEMENT HAS ASSUMED FULL RESPONSIBILITY OF THE ENTIRE IRRIGATION SYSTEM, MASTER MANAGEMENT HAS HIRED AN OUTSIDE CONTRACTOR TO OPERATE SAID IRRIGATION SYSTEM AND PROVIDE WATER TO ANY AND ALL ASSOCIATIONS AND ALL COMMON AREAS. IF FOR SOME REASON THIS CHANGES, EAST COAST MAINTENANCE & MANAGEMENT CAN AND WILL PROVIDE THE FOLLOWING SERVICES:

- A. EAST COAST MAINTENANCE & MANAGEMENT SHALL SUPPLY LABOR TO PERFORM THE FOLLOWING (PARTS TO BE PAID FOR BY THE ASSOCIATION).
- B. ACTIVATE IRRIGATION SYSTEM AND CHECK ALL SPRINKLER HEADS TO INSURE PROPER OPERATION. THIS CHECK SHALL BE DONE WITHIN 48 HOURS OF EACH MOWING.
- C. ANY ADJUSTMENTS OR REPAIRS NEEDED TO EXISTING SPRINKLER HEADS OR IRRIGATION LINES LESS THAN 3" INCH IN DIAMETER SHALL BE MADE.
- D. IRRIGATION TIME CLOCKS AND VALVES SHALL BE MAINTAINED IN GOOD OPERATING CONDITION.

EAST COAST MAINTENANCE & MANAGEMENT DOES NOT ASSUME RESPONSIBILITY FOR LAWNS OR HEDGES DAMAGED OR LOST DUE TO INADEQUATE WATERING CAUSED BY BUT NOT LIMITED TO THE FOLLOWING:

- A. OUTSIDE CONTRACTOR OPERATING IRRIGATION SYSTEM FOR ALL ASSOCIATIONS.
- B. EXCESSIVE DISTANCE BETWEEN HEADS.
- C. LOW LAKE (WATER LEVELS).
- D. DROUGHT CONDITIONS.
- E. GOVERNMENTAL IMPOSED WATER RESTRICTIONS.
- F. ACTS OF GOD.



IRRIGATION HEADS DAMAGED BY EAST COAST MAINTENANCE & MANAGEMENT LANDSCAPE CREWS WILL BE REPLACED AT NO CHARGE TO THE ASSOCIATION. ANY WORN OR MALFUNCTIONING HEADS WILL BE CHARGED (PARTS ONLY) TO THE ASSOCIATION AS FOLLOWS: BE ADVISED THAT POP UP SPRINKLER HEADS, DUE TO SANDY SOIL CONDITIONS, WEAR OUT, AND REQUIRE REPLACEMENT FROM TIME TO TIME.

1. POP UP MIST HEADS @ \$3.00 EACH.
2. POPUP ROTOR HEADS @ \$10.00 EACH.
3. FLUSH MIST HEADS @ \$3.00 EACH.

IT IS HEREBY UNDERSTOOD AND AGREED TO THAT THE MASTER MANAGEMENT DETERMINES AND CONTROLS WATERING SCHEDULES INCLUDING DAYS TO BE WATERED, LENGTH OF WATERING TIMES AND WATERING START AND FINISH TIMES. EAST COAST MAINTENANCE & MANAGEMENT HAS NO AUTHORITY TO MAKE CHANGES DUE TO THE ABOVE. THE ASSOCIATION SHALL REPORT ANY MALFUNCTIONING HEADS TO MASTER MANAGEMENT CUSTOMER SERVICE DEPARTMENT.

### **LANDSCAPE MAINTENANCE SPECIFICATIONS**

THE FOLLOWING MAINTENANCE OBJECTIVES ARE TO FOLLOW SOUND HORTICULTURAL PRACTICES SO THAT THE LANDSCAPE IS ATTRACTIVE THROUGHOUT THE YEAR AND TO THE SATISFACTION OF THE ASSOCIATION.

### **AREA TO BE SERVICED**

ALL TURF AND PLANTED AREAS WITHIN CENTURY VILLAGE DEERFIELD BEACH ASSOCIATION, INCLUDING GROUNDS AROUND THE RESIDENTIAL BUILDINGS AND THE COMMON ELEMENT.

## PRUNING AND WEEDING

### SHRUBS AND HEDGES (12 TIMES PER YEAR)

- A. CHAUCUS.
- B. JASMINE
- C. ELAEGNUS
- D. FICUS.
- E. PLANTS OR HEDGES TO BE NAMED BY ASSOCIATION.

### SHRUBS AND HEDGES (AS REQUIRED BY ASSOCIATION AND PROMOTED FLOWERING)

- A. OLEANDERS.
- B. IXORAS.
- C. HIBISCUS PERIMETER HEDGE TO BE TRIMMED QUARTERLY.
- D. PLANTS AND HEDGES TO BE NAMED BY THE ASSOCIATION.

### BED WEEDING

- A. A MONTHLY MANUAL CULTIVATION WILL BE DONE FOR WEEDS.
- B. A COMBINATION OF PRE-EMERGENT AND POST EMERGENT HERBICIDE WILL BE USED IN CONJUNCTION WITH THE MANUAL CULTIVATION.

### TREES

- A. PALMS (REMOVAL OF DEAD FRONDS MONTHLY THAT CAN BE REACHED FROM THE GROUND WITH A POLE SAW).
- B. LARGE AND MEDIUM TREES (LIMB UP AND ELEVATED AS NEEDED UP TO 9 FT).

**CLEAN UP**

- A. REMOVAL OF ALL DEBRIS GENERATED FROM THESE SERVICES WILL BE REMOVED FROM THE SITE DAILY.

ROUND-UP (OR ANY OTHER SUITABLE PREVENTIVE CHEMICAL) FOR WEED GROWTH TO BE USED IN WALKWAYS, DRIVEWAYS AND ROADWAYS.

**MOWING**

- 1. THE ASSOCIATION GRASS IS TO BE CUT 28 TIMES PER YEAR.
  - A. TURF WILL BE CUT AT A LEVEL OF 3" INCH TO 4" INCH.
  - B. MOW BLADES WILL BE SHARPENED BEFORE EVERY MOW SEQUENCE.
  - C. A MONTHLY MOW SCHEDULE CAN BE PROVIDED TO THE BOARD.
- 2. EDGING OF TURF, SIDEWALKS, DRIVEWAY, HOUSEWALKS AND STREETS 28 TIMES PER YEAR.
- 3. WEED EATERS WILL FOLLOW ALL MOWING SEQUENCE AROUND PERMANENT FIXTURES AND TREES.
- 4. CLIPPINGS ARE TO BE BLOWN AWAY FROM LAKES AND HOUSES.
- 5. ALL DEBRIS GENERATED FROM THESE SERVICES WILL BE REMOVED FROM THE SITE AT COMPLETION.
- 6. IF THE WEATHER PROHIBITS A MOW SEQUENCE, EAST COAST MAINTENANCE & MANAGEMENT WILL RESUME THE SCHEDULED MOW WITHIN THE FOLLOWING THREE DAYS.
- 7. OPTIONAL SERVICE **MULCHING** IS TO BE REQUESTED BY THE BOARD AND BILLED AT TIME OF COMPLETION. PRICING WILL BE AS PER CURRENT LANDSCAPE MARKET PRICING. THIS IS RECOMMENDED EVERY SEASON.
- 8. WEED AND FEED ASSOCIATION WILL RECEIVE ONE (1) REGULAR TREATMENTS WITH ATRIZINE 15/5/15 AND 2 FERTILIZATION TREATMENTS.

**MONTHLY SCHEDULE OF LAWN MAINTENANCE SERVICES**

**TURF MOWING**

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
2	2	2	2	2	3	3	3	3	2	2	2	28

**BEDS AND HEDGES**

1	1	1	1	1	1	1	1	1	1	1	1	12
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**NOTE: ALL FREQUENCIES ARE LISTED AS GUIDELINES AND ARE SUBJECT TO CHANGE.**

**EXCLUSIONS**

ACTS OF GOD SUCH AS STORMS, HURRICANES, LIGHTNING, FLOODS, DROUGHT, OR GOVERNMENTAL IMPOSED WATER RESTRICTIONS ARE SPECIFICALLY EXCLUDED FROM THIS AGREEMENT. IN THE EVENT OF A NAMED STORM, ALL PERSONNEL ON SITE WILL BE UTILIZED TO SECURE THE PROPERTY AND ASSIST IN THE CLEAN UP WHEN IT IS SAFE TO RETURN TO THE PROPERTY.

**GENERAL**

ALL DEBRIS CREATED BY SERVICES TO BE REMOVED FROM PROPERTY ON THE SAME DAY SERVICES ARE PROVIDED.

EAST COAST MAINTENANCE & MANAGEMENT WILL COOPERATE WITH OTHER CONTRACTORS WORKING WITHIN THE DEVELOPMENT.

EAST COAST MAINTENANCE & MANAGEMENT TAKES NO DIRECTION FROM INDIVIDUAL HOMEOWNER OR TENANT REGARDING WORK PERFORMED AS CONTRACTED. EAST COAST MAINTENANCE & MANAGEMENT WILL ASK INDIVIDUALS TO IMMEDIATELY CONTACT CUSTOMER SERVICE.

ALL WORK SHALL BE COMPLETED AS QUICKLY AND AS PROFESSIONALLY AS POSSIBLE.

MANAGEMENT WILL PROVIDE A TENTATIVE MONTHLY LANDSCAPE SCHEDULE 72 HOURS PRIOR TO THE NEW MONTH.

EAST COAST MAINTENANCE & MANAGEMENT LANDSCAPE MAINTENANCE MANAGER WILL ATTEND A ONCE-A-MONTH WALKTHRU OF YOUR ASSOCIATION.

EAST COAST MAINTENANCE & MANAGEMENT WILL BE RESPONSIBLE FOR COMMUNICATING COMPLETED SERVICE ORDERS.

EAST COAST MAINTENANCE & MANAGEMENT LANDSCAPE MAINTENANCE MANAGER WILL COMMUNICATE FREELY WITH THE DESIGNATED PROPERTY MANAGER. THE LANDSCAPE MANAGER WILL BE KNOWLEDGEABLE IN THE AREA OF RESIDENTIAL AND COMMERCIAL LANDSCAPE MANAGEMENT AND MAINTENANCE AND WILL HAVE THE AUTHORITY TO MAKE DECISIONS REGARDING THE MAINTENANCE OF THE PROPERTY.

LANDSCAPE CREW WILL BE PROPERLY SUPERVISED. THE LANDSCAPE MAINTENANCE SUPERVISOR WILL SPEAK ENGLISH AND BE IDENTIFIABLE BY A SHIRT OR UNIFORM. ALL STAFF MEMBERS WILL WEAR A SHIRT WITH OUR COMPANY EMBLEM.

EAST COAST MAINTENANCE & MANAGEMENT WILL BE RESPONSIBLE FOR PROPERTY DAMAGE CAUSED BY OUR STAFF. REPAIR OR REPLACEMENT OF DAMAGED ITEMS WILL BE PROMPTLY COMPLETED.

### QUALITY ASSURANCE

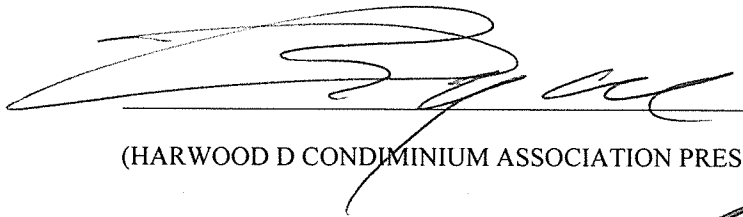
EAST COAST MAINTENANCE & MANAGEMENT MOWING SUPERINTENDENT TO INSPECT PROPERTY AFTER EVERY MOWING SEQUENCE.

- A. ENSURE MOWING WORKMANSHIP QUALITY.
- B. ENSURE ALL AREAS ARE COMPLETE.
- C. EVALUATE TURF HEALTH AND CONDITION FOR PESTICIDE/ HERBICIDE CALL BACKS.
- D. INSPECT OTHER FEATURES FOR REQUIRED ACTIONS BETWEEN SCHEDULED VISITS.
  - DEAD OR DYING PALM FRONDS
  - PALM TREE FRUITING
  - NEWLY DEVELOPED WEEDS IN BEDS
  - NEWLY DEVELOPED DEBRIS FROM WINDS OR OTHER SOURCES
  - IRRIGATION PROBLEMS OR DEFICIENCIES

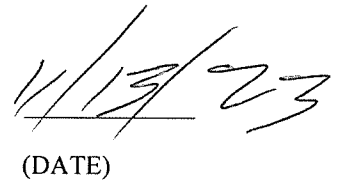
EAST COAST MAINTENANCE & MANAGEMENT LANDSCAPE SUPERINTENDANT TO INSPECT PROPERTY BEFORE AND AFTER EVERY PRUNING SEQUENCE.

- A. EVALUATE NEEDED ACTIONS FOR EFFICIENT OPERATIONS.
- B. EVALUATE STATUS OF FLOWERING SHRUBS AND ACTIONS REQUIRED.
- C. EVALUATE LANDSCAPE HEALTH AND CONDITION FOR PESTICIDE/ HERBICIDE CALL BACKS.
- D. ENSURE PRUNING WORKMANSHIP QUALITY.
- E. ENSURE ALL AREAS ARE COMPLETE.
- F. INSPECT OTHER AREAS FOR REQUIRED ACTIONS BETWEEN SCHEDULED VISITS.
  - PROPERTY MANAGEMENT ISSUES
  - IRRIGATION PROBLEMS OR DEFICIENCIES
  - ADDITIONAL ITEMS THAT REQUIRE PROPERTY MANAGER OR BOARD ATTENTION
  - CONSTRUCTION ACTIVITY DEBRIS OR OTHER SOURCES

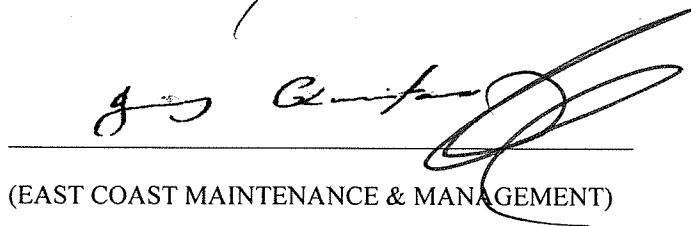
**IN AGREEMENT TO THE ABOVE SERVICES, BOTH PARTIES PLEASE SIGN BELOW:**



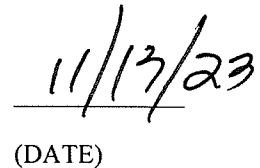
(HARWOOD D CONDOMINIUM ASSOCIATION PRESIDENT)



(DATE)



(EAST COAST MAINTENANCE & MANAGEMENT)



(DATE)