

APPROVED

**MINUTES
SUN CITY CENTER COMMUNITY ASSOCIATION, INC
BOARD OF DIRECTORS MEETING
WEDNESDAY, April 10, 2013
ROLLINS THEATER**

DIRECTORS PRESENT

Ed Barnes, President

Jane Keegan, Vice President

David Floyd, Secretary

Neil Rothfeld, Treasurer

Al Alderman

Chuck Collett

Howie Griffin

Mike Killian

Sam Sudman

OTHERS PRESENT

Lyn Reitz, Community Manager

Carol Donner, Recording Secretary

18 Members

I. CALL TO ORDER/PLEDGE OF ALLEGIANCE

President Barnes called the meeting to order at 9:00 a.m. All present joined him in the Pledge of Allegiance. A quorum was established with 9 members present.

II. APPROVAL OF THE MINUTES

There being no objections or corrections, the minutes of the Board Meeting held on March 13, 2013 were approved as presented.

III. SECRETARY'S REPORT

Acknowledgements – Secretary Floyd reported that the CA had received Monday Movie donations of \$397 to offset license fees; the Seabee Veterans donated \$50 to Operations. The following clubs donated to FunFest expenses: Ceramics Club - \$100; Horseshoe Pitchers Association - \$360; Irish Connection - \$100; Organ & Keyboard Club - \$164; Polish Heritage Club - \$160 and the Shellcrafters Club - \$220.

The Men's Club purchased a new scale for the Fitness Center at a cost of \$656 and a defibrillator for the Pickleball Courts for \$1,717. The Community Foundation of Greater Sun City Center gave the CA Library \$6,224 from the Durward & Janet Siville Fund.

Certification of Vote – Secretary Floyd reported on the Secretary's Certification of the vote on the Bylaws held at the Membership Meeting on March 20, 2013 (attached).

IV. PRESIDENT'S REPORT

President Barnes' report is attached.

V. TREASURER'S REPORT

Treasurer Rothfeld reported on financials through March 31, 2013. The Operating Fund has a net cash balance of \$2,447,196. In the Capital Fund, there is a balance of \$1,679,590. In the Replacement Fund, there is a balance of \$1,990,288. The Renovation Fund has a balance of \$31,688. He also stated that Capital Fund Fees were received in March for 38 homes for a total year-to-date of 98 homes versus budget of 75 homes.

IV. MANAGER'S REPORT

Community Manager Lyn Reitz's report is attached.

VI. STANDING COMMITTEE REPORTS

Elections Committee Chairperson Tommy Wardlow reported on the membership vote that was held on March 20, 2013 on Bylaw changes. He stated that 953 votes were counted: 744 were by proxy and 209 were in person at the membership meeting.

VII. SPECIAL PURPOSE COMMITTEE REPORTS (None)

VIII. UNFINISHED BUSINESS (None)

IX. NEW BUSINESS

1. Approval of contract with Freedom Plaza

Vice President Keegan **MOVED** that the Board approve the user agreement with Freedom Plaza as submitted (attached). **SECOND:** Treasurer Rothfeld. **VOTE:** Unanimous in favor by voice vote. Motion carried.

2. Approve additions to Policy 3.01 Refunds

Secretary Floyd **MOVED** that the Board approve the additions to Policy 3.01 Refunds as submitted (attached) and as published in the April, 2013 issue of "The News of Sun City Center". **SECOND:** Director Sudman. **VOTE:** Unanimous in favor by voice vote. Motion carried.

3. Approval of contract to replace Atrium Roof

Director Alderman **MOVED** that the Board approve a contract with West Coast Roofing for \$189,640 to replace the Atrium Metal roof as approved by The Projects Office. This will be expensed from the Replacement Reserve Fund, Account #76906-000-4. **SECOND:** Director Sudman. **VOTE:** Unanimous in favor by voice vote. Motion carried.

4. Approval of contract to replace Gazebo Roof

Director Alderman **MOVED** that the Board approve a contract with West Coast Roofing for \$7,330 to replace the Gazebo metal roof. This will be expensed from Replacement Reserve Fund, Account #76906-000-4. **SECOND:** Director Sudman. During discussion, Secretary Floyd **MOVED** to table this motion. **SECOND:** Director Sudman. **VOTE:** Unanimous in favor by voice vote. Motion tabled.

5. Approval of contract for Phase I Design Services

Director Alderman **MOVED** that the Board approve a contract with Sol Design Studio in the amount of \$14,800 to start the architectural and design services for the Phase I projects which include the Welcome Center, Café and Library addition. This will be expensed from the Capital Fund, Account #64615-000-2. **SECOND:** Secretary Floyd. **VOTE:** Unanimous in favor by voice vote. Motion carried.

6. Approval of contract for wind screens for tennis courts

Vice President Keegan **MOVED** that the Board approve a contract with Welch Tennis in the amount of \$10,500 to replace all wind screens on the tennis courts. This will be expensed from the Replacement Reserve Fund, Account #76808-000-4 and one-half will be paid by the Tennis Association. **SECOND:** Secretary Floyd. **VOTE:** Unanimous in favor by voice vote. Motion carried.

7. Approval of contract for new covers for Softball Field Dugouts

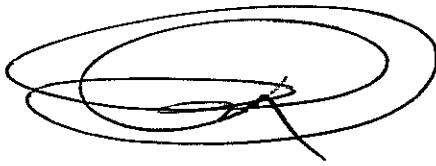
Vice President Keegan **MOVED** that the Board approve a contract with Knox Aluminum in the amount of \$10,400 to replace and upgrade the covers to aluminum for the softball field dugouts. The Softball Club will contribute \$2,000 towards this expense and the balance of \$8,400 will come from the Replacement Reserve Fund, Account #76908-000-4. **SECOND:** Director Alderman. **VOTE:** Unanimous in favor by voice vote. Motion carried.

X. GOOD & WELFARE (none)

XI. ADJOURNMENT

Director Alderman **MOVED** the meeting be adjourned. **SECOND:** Secretary Floyd. **VOTE:** Unanimous in favor by voice vote. The meeting was adjourned at 9:45 a.m.

AUDIENCE PARTICIPATION



David Floyd
Corporate Secretary
DF:cd
Attachments (5)

ADDENDUM – MINUTES – APRIL 10, 2013

*Audience participation comments are not an official part of the Board Meetings.
They are condensed and summarized for reference only.*

NAME	SUBJECT
John Bowker	Concerned that after this evening's town hall meeting regarding the parking area and café that there are no more meetings scheduled before the vote in six weeks. <i>Will look into adding a Coffee & Conversation sometime in May.</i>
Henry Niemczyk	Asked if the company who will be doing the Atrium Roof was the same one that installed the Fitness Center Roof or the company that repaired it. <i>It is the company that repaired it.</i> How are we supervising the atrium so that it is done correctly? <i>Permits have to be pulled and the County will be sending out roofing inspectors at four different stages of the work.</i> What kind of warranty are we getting? <i>The Manufacturer gives 25/30 years but the contractor is a two year workmanship which is the standard.</i> Will there be any adjustment to our insurance? <i>After the roof is completed, we will have a wind mitigation report completed and sent to the insurance company.</i>
Karen Jones	How much longer do we have on the Arts & Crafts Building before that roof will need to be replaced? <i>At least 15 years.</i>
Bob Deutel	How can a person vote if they have a Power of Attorney? <i>Will need to look into that.</i>
Wendell Spencer	Asked about appointment of new Elections Chairperson. <i>Not appointed yet.</i> Stated that the owner of the Sandpiper Grill had not heard about our Café and he thought someone should go out and talk to him about how it would affect them. <i>Secretary Floyd did talk to Nick and asked him and other restaurants in the area for their input.</i> Heard that new shuffleboard courts were being planned for the future. <i>There are no plans to do so.</i>
Marilyn Balkany	Is happy the CA is so wealthy.



SECRETARY'S CERTIFICATION AMENDMENTS TO BYLAWS

RESOLVED, the Membership at its Membership Meeting on March 20, 2013 voted by ballot and proxy to approve amendments to Bylaws III, IV, and XII (per attached).

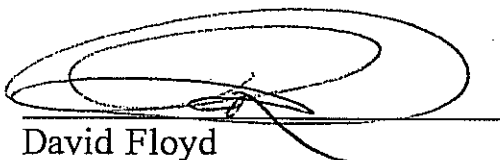
I, David Floyd, as Corporate Secretary of the Sun City Center Community Association, Inc., do hereby certify that I am the duly elected and appointed Secretary and keeper of the records and the Corporate Seal of the Sun City Center Community Association, Inc., a corporation organized and existing under the laws of the State of Florida and that a quorum was established and a properly called vote was held on March 20, 2013 at 7:00 p.m. at Community Hall.

The results of the voting were:

Bylaw III, Sections 3 and 6	Yes	867
	No	74
Bylaw IV, Section 3	Yes	801
	No	140
Bylaw XII, Section 1	Yes	628
	No	314
Bylaw XII, Section 2	Yes	544
	No	396

A copy of the certified ballot results from the Elections Committee is attached.

IN WITNESS WHEREOF, I have affixed my name as Secretary and caused the corporate seal of said corporation to hereunto be affixed this 26th day of March, 2013.



David Floyd
Corporate Secretary



**BALLOT REPORT FORM
BYLAW VOTE ON MARCH 20, 2013**

Bylaw III – Officers, Sections 3 and 6

Voted Yes 867

Voted No 74

Bylaw IV – Committees, Section 3

Voted Yes 801

Voted No 140

Bylaw XII – Use of Association Facilities, Section 1

Voted Yes 628

Voted No 314

Bylaw XII – Use of Association Facilities, Section 2

Voted Yes 544

Voted No 396

We, the undersigned, do hereby certify that the above information is true and correct:

Tommy Wardlow
Tommy Wardlow, Chairperson
Elections Committee

Barbara Gingrich
Barbara Gingrich, Vice Chairperson
Elections Committee

DATE: 3/20/13

SUN CITY CENTER COMMUNITY ASSOCIATION, INC.
OFFICIAL VOTE – BYLAW AMENDMENTS
MEMBERSHIP MEETING – MARCH 20, 2013, COMMUNITY HALL, 7:00 PM

CURRENT

BYLAW III – OFFICERS

Section 3. The President, as Chief Executive Officer, shall:

Section 6. The Treasurer shall have the responsibility to:

BYLAW IV – COMMITTEES

Section 3. Committee chairpersons will be appointed by the Board.

BYLAW XII – USE OF ASSOCIATION FACILITIES

Section 1. Current membership or guest cards must be shown upon request for participation in any activity on Association property, except as provided by Sections 2 and 3 of this Bylaw.

Section 2. House guests of members in good standing may use Association facilities for a thirty (30) day period if accompanied by their host; to use Association facilities if not accompanied by their host, house guests will be required to have a guest card, which can be purchased at the Association office at fees established by the Board.

PROPOSED CHANGE

ADD: (e). Appoint Committee Chairpersons annually with the approval of the Board.

ADD: (i) Ensure that the Capital Fund Fees collected from resale homes in the Community Association are deposited into the Capital Fund. The Capital Fund is established to provide funds for construction projects and major campus renovations. The Capital Fund accounts are restricted from use for any other purpose.

Do you favor the above additions to amend Bylaw III?

YES NO

Section 3. Committee Chairpersons may be appointed annually by the President with Board approval or may be appointed by the Board.

Do you favor the above amendment to Bylaw IV, Section 3?

YES NO

Section 1. Current membership or guest cards must be displayed for participation in any activity on Association property. Membership or guest cards are not required for public events.

Do you favor replacing Section 1 of Bylaw XII as indicated above?

YES NO

Section 2. House guests and guests of members in good standing may use Association facilities but will be required to have a guest card, which can be purchased at the Association office at fees established by the Board.

Do you favor replacing Section 2 of Bylaw XII as indicated above?

YES NO

President Ed Barnes' Report – Board of Directors Meeting - April 10, 2013

Today we have several important issues to take up. First is the contract we have negotiated with Freedom Plaza Management Company. This contract allows a limited number of Freedom Plaza residents the use of our facilities. Freedom Plaza members will have a distinctive badge that won't be confused with our badges and they will not be able to vote in any CA referendums or votes; they will not be able to hold office in the CA; cannot bring a guest to the Community Association facilities; whether they are allowed to hold office in any club is dependent upon the way the Club Bylaws are written and enforced. Freedom Plaza members will not be given waivers. The Community Association will receive \$50,000 annually as user's fees. We plan to implement this May 1st so the first year's fees will be prorated.

Today we will also be taking up a policy change concerning refunds of dues and we have a number of contracts to consider.

This is going to be a very busy summer – we have a lot of things going on so you are going to see an unusual number of meetings scheduled throughout the summer. In addition, you will start to notice changes in the campus as we start to implement some of the campus improvement projects in the Master Plan. The Atrium requires painting and re-roofing and will be done to the new color scheme. We plan to re-roof and paint the gazebo to the same plan. In the near term we plan to remove the band stand in the Atrium plaza to make more golf cart parking spaces. These are just some of the physical changes you will see in the campus in the near term.

This busy schedule begins tonight with a Town Hall Meeting at 7 PM in the Community Hall. We will be discussing two projects in the Master Plan – Central Campus Parking Area and the Café. I don't want to go into detail on either of these projects in this forum since we will discuss them tonight. Discussions this evening will cover the details on the layout of the Parking Area and the cost elements involved with that project. Regarding the Café, we will present some option the membership will need to face as to how the café could be operated. We will vote on both of these projects on May 21st and 22nd – the Parking area because the budgetary estimate exceeds the Board's Bylaw limitation and the Café because of some unusual cost considerations. I certainly hope everyone will attend tonight.

Hillsborough County seems to have adapted a one fits all type of philosophy in regard to the new trash containers for the new county wide trash collection contract. As you know many HOA, COA and POAs have restrictions about where you can store the trash containers; many of our homes have very limited inside storage space. The containers seem to be larger than what the average home-owner requires, especially with twice-per-week collection. There are a lot of unanswered questions with regard to this new service – like what will the snowbirds do who don't return until late October? We are hosting a Town Hall Meeting on April 25 at 1 PM which will give the Hillsborough County Director of Public Utilities, John Lyons, and his staff an opportunity to tell us about this new program and how it will be implemented and what options we might have. There will be a question and answer session, so I hope all of you will be able to attend. One thing is certain; this new automated trash collection service will start on October 1, 2013.

The Pebble Beach Blvd Median Maintenance Task Force, led by Paul Wheat, will host two Town Hall Meetings this month to present their findings and recommendations. You will also get to see the media presentation the Task Force prepared which we could not get to play at the Membership Meeting. The first Town Hall Meeting will be held April 16 at 2 PM in the Community Hall with the second one being held in the Caper Room at 7 PM on April 24. We as a community must decide what we want to do regarding the PBB medians on a go forward basis. Over the rest of the spring and the fall the Task Force is planning a series of Town Hall Meetings and Coffee and Conversations to discuss in detail the methodology and options regarding this effort. In December, we will have a referendum vote on the Task Force's recommendations. This is very important to the future of SCC so everyone needs to be fully aware of this situation.

New topic – we currently have 78 houses with liens totaling about \$118,000 – of the 78, 36 are in foreclosure and 42 are not in foreclosure. We have 8 homes not in foreclosure that owe us more than \$20,000 dues. It is my plan to initiate foreclosure action on 6 of these 8 homes – two homes in this category are Chinese Drywall homes which unfortunately have the drywall distributed by the Chinese firm. It is my understanding that no settlement has been reached as far as remediation by the Chinese firm so we will not pursue foreclosure on those two homes. Within the next couple weeks I plan to initiate this action.

Once again, I want to mention that next year we will be implementing a new dues collection process. You will be sent a bill by the bank and the payment will go directly to the bank. Dues payments will not be collected at the CA Office. I want to ensure that everyone is aware of this change.

Many of our snow birds are leaving or will be soon, to return north, but I want to remind them that many important things will be happening here this summer. You can follow those events in the NEWS of Sun City Center which we will mail to you. Or you can view the CA newsletter on the CA Web Site www.suncitycenter.org. If a vote comes up, the ballots will be published in the newsletter or you can call us at 813-633-3500 and ask for a ballot.

Sun City Center Community Association

Board of Directors Meeting

April 10, 2013 from Lyn Reitz, Community Manager

Shredding Day --- Shredding day was a huge success. We shredded 9,840 pounds of documents. We are looking at changing the location next year to the parking area of the North Course five acre property that was acquired last year. This will allow members to drive up and drop off their documents.

Resident Count --- As of March 31st, total residents were 10,422 and total membership dues were 11,153. We are now tracking the residents and vacancies separately to have a true accounting for our records and budgeting processes.

Campus Renovations --- We are working on painting buildings the new color, changing the sidewalk colors, updating signs and updating landscaping throughout the campus to tie in with the future master plans.

2014 Budget --- I will start working with the Budget Committee and Treasurer on the 2014 budget in the next month or two. Please keep your eyes open if you are a club president as we will be sending out the club contribution request forms in that same time frame if your club needs to request financial help from the Association in the 2014 Budget.

Trash Meeting --- Don't forget to mark your calendars for April 25th at 1pm at Community Hall to come hear representatives from Hillsborough County talk and answer questions about the new garbage collection coming in October.

ASSOCIATION FACILITIES ACCESS AGREEMENT

THIS ASSOCIATION FACILITIES ACCESS AGREEMENT (“Agreement”) is made and entered into to be effective as of May 1, 2013 (the “Effective Date”) by and between Freedom Village of Sun City Center, Ltd., a Florida limited partnership d/b/a Freedom Plaza (“Freedom Plaza”), and the Sun City Center Community Association, Inc. , a Florida non-profit corporation (the (“Association”).

WHEREAS, the Association manages certain recreational facilities for the benefit of the Association’s members (“Amenities”); and

WHEREAS, Freedom Plaza operates a continuing care retirement community in Sun City Center, Florida, that includes 424 independent living units each, a “Living Unit”, and collectively, the “Living Units” and desires that the residents of the Living Units (the “Residents”) be granted access to the Amenities; and

WHEREAS, the Association is willing to permit access to the Amenities by the Residents in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the terms and conditions of this Agreement, the adequacy and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. **Foregoing Statements.** The parties acknowledge and agree that all of the foregoing statements are true and accurate, and that said statements constitute an integral part of this Agreement.
2. **Access to Amenities.** Upon commencement of this Agreement, the Association agrees to grant Freedom Plaza with 185 access cards for use by Residents. Residents assigned an access card shall have full access to all of the Amenities, including without limitation, membership in clubs that use the Association’s recreational facilities. Freedom Plaza agrees to provide Association with a list of the names of all Residents assigned access cards and to provide updates to such list on a monthly basis. Such access by the Residents shall be contingent upon the timely payment of all amounts owed to the Association under this Agreement.
3. **Calculation of Number of Access Cards.** Each year, the parties agree that the number of access cards granted by the Association for use by Freedom Plaza’s Residents shall be calculated by dividing the Fee by the Association’s then current fee for its Members. For example, in 2013, the number of access cards was calculated as follows:
$$\$50,000/\$269=185.8736 \text{ (185 access cards)}$$
4. **Annual Fees.** In consideration of Resident’s access to such Amenities, Freedom Plaza agrees to pay the Association \$50,000 annually (“Fee”) in quarterly installments of \$12,500. Payment of the quarterly installments shall be made to the Association by the 1st of January, April, July and October.
5. **No Rights as Members.** None of the Residents shall be members of the Association. Freedom Plaza shall not be a member of the Association. The Residents shall not have any voting rights as a member of the Association or otherwise, cannot serve on the board of directors of the Association, and cannot serve as an officer of the Association. Freedom

Plaza shall not have any voting rights as a member of the Association or otherwise, cannot appoint (or attempt to appoint) any person to serve on the board of directors of the Association, and cannot appoint (or attempt to appoint) any person to serve as an officer of the Association. The parties agree that the determination of the annual fees under this Agreement with reference to the annual dues assessed to the Association's members shall not be construed to permit the Residents or Freedom Plaza to be members of the Association. Except as otherwise provided in this Agreement, neither Freedom Plaza nor any of the Residents shall be subject to the Association's Restated Articles of Incorporation dated June 9, 2010 (as the same may be amended from time to time), Amended Bylaws effective March 20, 2013 (as the same may be amended from time to time), and other governing documents. Freedom Plaza and the Residents shall be subject to, and must comply with, the Association's internal policies pertaining to clubs and use of Amenities, including without limitation sections V and VI of the Association's Policy Manual.

6. **Term.** This Agreement shall commence on the Effective Date and shall automatically renew for a one year period commencing each January 1st thereafter, unless sooner terminated by either party in accordance with this Agreement.
7. **Termination.** Either party may terminate this Agreement by providing the other party with written notice of its intent to terminate by July 1st. Such termination shall be effective January 1st of the following year. For example, if notice of termination is provided by July 1, 2017, termination would be effective January 1, 2018.
8. **Non-Discrimination.** No discrimination will be exercised by Freedom Plaza or by the Association in regard to this Agreement because of race, color, creed, sex, age, or national origin.
9. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, legal representatives and assigns.
10. **Rules of Construction and Interpretation.** The language used in this Agreement in the present tense shall be deemed to include the future tense, the singular number shall be deemed to include the plural, and vice versa. The language used in this Agreement shall not be construed in favor of or against either of the parties, but shall be construed as if both of the parties prepared this Agreement. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against either party.
11. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without reference to its conflicts of law principles. The state courts of Florida in Hillsborough County shall have exclusive jurisdiction over any judicial proceeding relating to any dispute arising out of the interpretation, performance, or breach of this Agreement.
12. **Mandatory Arbitration and Attorneys' Fees and Costs.** All claims, disputes, and other matters in question between the parties, arising out of or relating to this Agreement shall be decided by mandatory binding arbitration, in accordance with the Florida Arbitration Code, which is contained in Florida Statutes Chapter 682. The parties involved in the claim, dispute, or other matter shall mutually select two arbitrators. The two arbitrators mutually selected by the parties shall select a third arbitrator. The three arbitrators shall hear and determine the claim,

dispute, or other matter. This requirement to arbitrate shall be specifically enforceable under the Florida Arbitration Code and the court having jurisdiction thereof may enter judgment upon the award rendered by the arbitrators. In connection with any such arbitration, the prevailing party shall be entitled to reimbursement from the non-prevailing party or parties for such prevailing party's reasonable costs and expenses, including reasonable attorneys' fees. For purposes of this Agreement, the "prevailing party" shall be deemed to be that party who obtains substantially the result sought, whether by settlement, dismissal, or judgment. For purposes of this Agreement, the term "reasonable attorneys' fees" shall include, without limitation, the actual attorneys' fees incurred in retaining counsel for advice and negotiations related to the claim, dispute, or other matter, and for, or in connection with, the arbitration proceeding. For the purposes of this Agreement, the term "reasonable costs and expenses" shall include, without limitation, the costs of paralegal, accounting, financial and investigative support.

13. **Entire Agreement.** This Agreement contains all representations and the entire understanding and agreement between the parties, with respect to the subject matter hereof. Correspondence, memoranda, or agreements, whether written or oral, that originated before the Effective Date are replaced in the entirety by this Agreement.
14. **Further Assurances.** Each party agrees to execute and acknowledge, if required, any and all other documents and writings which may be necessary to carry out the purposes and provisions of this Agreement.
15. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
16. **No Waiver.** No assent or waiver, express or implied, of any breach of any one or more of the covenants, conditions or provisions of this Agreement shall be deemed a waiver of any subsequent breach, or a waiver of any other covenant, condition or provision of this Agreement.
17. **Expenses.** Each party shall be responsible for such party's attorney fees, accounting fees, professional fees, costs and expenses paid or incurred in connection with the negotiation of this Agreement, both preliminary drafts and the final version, and in connection with negotiating and consummating the transactions contemplated by this Agreement.
18. **Headings.** The titles and headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify or place any interpretation upon any of the provisions of this Agreement.
19. **Time of Essence.** All times and dates in this Agreement shall be of the essence.
20. **Amendment.** This Agreement may be amended only by a writing signed by both of the parties.
21. **Required Modifications.** Any provision of this Agreement which is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable will be modified as necessary to cause such provision to be legal, valid, and enforceable, and the parties agree in good faith to negotiate a substitute provision that as nearly as possible provides the same rights, obligations, means, and ends for the parties as the provision determined to be illegal, invalid, or unenforceable.

22. Notices. Notices given or permitted under this Agreement shall be in writing and shall be delivered personally, delivered by certified mail, return receipt requested, postage prepaid, or delivered by a nationally recognized and reputable overnight courier. Notices shall be effective upon actual receipt, except as otherwise provided herein. Notices shall be directed to the parties at the following addresses:

If to Freedom Plaza: Freedom Village of Sun City Center, Ltd
1010 American Eagle Boulevard
Sun City Center, FL 33573
Attn: Executive Director

With a copy to: Freedom Village of Sun City Center, Ltd
111 Westwood Place, Suite #400
Brentwood, TN 37027
Attn: Legal Department

If to the Association: Sun City Center Community Association, Inc.
1009 N. Pebble Beach Boulevard
Sun City Center, FL 33573
Attn: _____

Any party may change such party's address for purposes of this Agreement by giving written notice of the new address to the other party in accordance with any medium described hereinabove. Rejection or other refusal to accept delivery of a notice, or the inability to deliver a notice because of changed address of which no notice was given, shall cause such notice to be effective when sent.

23. Electronic and Facsimile Signatures. This Agreement may be executed by the Parties via facsimile signature or digitally scanned electronic signature, and such signature or signatures shall be as legally binding as an original signature.

24. Relationship of the Parties. Nothing contained in this Agreement shall cause the parties to be, or be deemed to be, joint venturers or partners. The parties constitute independent contractors for all purposes.

25. Indemnification. Each party shall indemnify, defend and hold harmless the other party against all claims, suits, losses, expenses, and liabilities for bodily injury, personal injury, death and property damage caused by any matter in any way related to the relationship or interaction of the parties pursuant to this Agreement, or caused through the willful acts or negligence of a party, its employees, agents, owners, directors, or principals. Each party shall maintain sufficient liability insurance to cover its respective obligations under this Agreement; furthermore, upon the written request of a party, the other party shall provide to the requesting party satisfactory evidence of the existence of such liability insurance.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date or dates set forth below, to be effective for all purposes as of the Effective Date.

Freedom Village of Sun City Center, Ltd.

By: _____
Printed Name: _____
Title: _____
Date: _____

Sun City Center Community Association, Inc.

By: _____
Printed Name: _____
Title: _____
Date: _____

PROPOSED POLICY CHANGE

Policy 3.01 – Refunds:

ADD:

- D. Upon the death of one member in a dwelling unit occupied by more than one member, the dues or assessments for that member may be refunded on a prorated basis from the date of death if a death certificate is provided to the Association within the first 60 days after the death. No refunds will be made for deaths after October 31st.**
- E. When a unit is a rental, upon receipt of a signed annual lease stating there is only one occupant, the dues or assessments for the second occupant may be refunded on a prorated basis from the date of occupancy, if presented within the first 60 days. No refunds will be made after October 31st.**