

Fairway Estates Board Meeting Minutes – Date: September 12, 2024 - DRAFT

Meeting held at the Dunedin Community Center and called to order at 6:31 p.m.

Unanimous approval to permit recording of the FECA Board Meeting, said recording to be retained until the corresponding written meeting minutes are approved.

Board Members in Attendance (X = in person -or- BPV = By Phone or Video Conf):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Todd Brooks, President | <input checked="" type="checkbox"/> Derrick Beland , Vice President |
| <input checked="" type="checkbox"/> Kelly Dixon, Treasurer | <input checked="" type="checkbox"/> Betsy Morgan, Secretary, City Liaison |
| <input checked="" type="checkbox"/> Bill Greenwood, Member At Large | <input checked="" type="checkbox"/> Mary Lyon, Member At Large |
| <input checked="" type="checkbox"/> Matt Stevens, Member At Large | <input checked="" type="checkbox"/> Kathy O’Leary, Member At Large, Newsletter |
| <input type="checkbox"/> Don Lemmon, Member At Large | |

Non-Board Member Committee Chairs (X = in person -or- BPV = By Phone or Video Conf):

- | | |
|--|---|
| <input checked="" type="checkbox"/> Diane Garcia, Newsletter | <input type="checkbox"/> Deb Timko, New Residents |
| <input type="checkbox"/> Gerry Boock, Beautification | <input checked="" type="checkbox"/> Dave Lindsey, Lake Sandra Liaison |

Unfilled Committee Chair Positions (could be a board member but not required to be)

None at this time.

Members/Guests:

None at this time.

Residents’ comments (pre-meeting):

None at this time.

Officers Reports:

Secretary’s Report – Betsy Morgan

- Motion made by Kelly Dixon to waive reading of the May Minutes of **2024 FECA Board Meeting** minutes and accept the May Minutes of **2024 FECA Board Meeting Minutes** “as written”. 2nd by Mary Lyons. Motion carried.
- Motion made by Kelly Dixon to waive reading of the June Minutes of **2024 FECA Board Meeting** minutes and accept the June Minutes of **2024 FECA Board Meeting Minutes** “as written”. 2nd by Derrick Beland. Motion carried.

Treasurer’s Report – Kelly Dixon

- Report time covers June, July and August, 2024. One additional dues payment received bringing total to 383, 4 more than 2024 budget projection of 378.

- Paid directors and officers Insurance bill which was under budget number.
- Reimbursed Michelle Brooks \$90 for irrigation bill to investigate poor functionality of sprinkler line by tree on south side.
- Paid routine watering, electric, lawn and lake maintenance
- Note a running count of FECA membership to monitor participation status:

○	2024	383 homeowners	74.5%
○	2023	380 homeowners	73.9%
○	2022	382 homeowners	74.3%
○	2021	384 homeowners	74.7%
○	2020	385 homeowners	74.9%

- Refer to full balance reports online.
- Motion made by Derrick Beland to approve the **June, July, August 2024 FECA Treasurer Report** “as submitted”. 2nd by Kathy O’Leary. Motion carried.

Comments by Treasurer:

Kelly Dixon needs committee chairs to use their budgeted funds or lose them at the end of December. She also needs chairs to let her know by the October meeting if their committee will need additional funds for 2025 and for what specific projects. The biggest cost concern for the 2025 budget is whether we will have to pay for our monthly meeting venue at the Golf Club or the Community Center.

Vice President’s Report – Derrick Beland

- None

President’s Report – Todd Brooks

- Todd requested that committee chairs who are unable to attend a meeting send a brief report to the President prior to that meeting. A report format is available, and Todd will send it out prior to meetings.
- Todd spoke about the need for attention to the Brady monument palm at Mangrum and the overgrowth of the ground covering the street. He will speak to Gerry Boock about his plan for routine care of those monuments and the butterfly garden and have him report back to the board at the October meeting.

Board Committee Reports:

Nominating Committee – Don Lemmon

- No resident has contacted Don about an interest in a board position.
- Current Board Members Kelly Dixon, Kathy O’Leary and Derrick Beland have expressed their desire to run for reelection.

Newsletter – Kathy O’Leary

- Kathy and Diane are working on the Fall issue. It will include nominating committee information and highlights about the Magnolia at Lake Sandra Park as well as Yard of the Season winner.

Website Administration – Kelly Dixon

- Garry Boock’s profile page added.
- Yard of the Season Page added.

Yard of the Season – Kelly Dixon

- Yard of the Season web page created to share guidelines, dates and deadlines as well as prior winners with residents.
- Kelly will be getting push in ground signs made to solicit nominations for the Yard of the Season committee.
- An Eblast sent and social media post made seeking nominations. Committee members will review nominations 1st, then top vote getters will be sent out to the residents to vote. The winner will be announced by September 30th to be included in Fall Newsletter.

City Liaison – Betsy Morgan

- Betsy will attend the next meeting of the Dunedin Council of Organizations on September 27. The focused program is sponsored by the League of Women voters and will introduce the candidates for Mayor and City Commission positions.

Dunedin Golf Course Liaison – Don Lemmon

- The Course and Clubhouse are on schedule to Open November 1 providing that weather cooperates, and we have no hurricanes. Bair Kline, General Manager, continues to update the members and the city on the restoration progress. The Club restaurant will be managed by the Feinstein Group whose owners are Zack and Christina Feinstein. Additional information can be found on the City of Dunedin website in the June 18, 2024 “City of Dunedin Commission Meeting”.

Sheriff’s Liaison – Don Lemmon

- Don met with Sgt Todd Greene and Corporal Travis Roberts on September 4, 2024 at the Dunedin Community Center and discussed the following topics:
 - Safety Patrols in Fairway Estates will be less frequent in the coming months due to the focus needed on school patrols.
 - Political sign profanity is not something that can be policed. Many cities and states have backed away from addressing this issue. He did think that our Board President’s letter to residents was a positive way to keep the subject relevant in our neighborhood.
 - The city of Dunedin cancelled their Golf Cart Registration requirement. The Sheriff’s Department is responsible for policing golf carts.

- Speeding on the Pinellas Trail continues as a concern to residents and the Sheriff's Department is currently gathering data through speed boxes on the trail. Current data shows an average speed of 13 mph which is within the speed limit on the trail.

Non-Board Member Committee Reports:

Beautification – Gerry Boock

- No report from Gerry in his absence, but Todd will let him know the board would like more details on the plan for monument maintenance and butterfly garden maintenance and that he has money in his budget to use before the end of the year.

Welcoming - Deb Timko

- Deb's report was given by Todd Brooks in Deb's absence. Deb has delivered 8 new resident bags and sent welcome letters on time.

Lake Sandra – Dave Lindsey

- Dave and Resident Elizabeth Moulin have worked to remove about 3 tons of wet umbrella plant from the lake.
- 2 of the Northern planting areas of new plants have been destroyed but the cause is unknown.
- At Elizabeth's request, Dave will man a table at the Fall Festival with information about the lake management and the benefits to the community.
- The white-water lilies planted earlier by Dave are thriving and Dave will break off pieces to plant in other areas of the lake.

Special Events: Kelly Dixon

\$2043 Budget remaining (includes \$860 sponsorship)

- **Fall Festival**
 - Sunday October 27, 2024, 2-5 PM (Budget \$875)
 - Pam from Smokehouse will be behind the bar
 - Photo Booth (\$500 includes tip)
 - Costume Contests for kids and adults
 - Goody bags
 - Food – Residents are asked to bring Chili to share and other items that go with it. Todd Brooks agreed to run a Chili cookoff contest.
- **Garage Sale –**
 - November 9th, 8 AM Start. Kelly will advertise (\$60) and put up signs.
- **Holiday Party -**
 - Sunday December 8th, 2-5 PM (Budget \$1100)
 - Pam from Smokehouse will be behind bar
 - Photo Booth (\$500 This includes tip)
 - Pizza (\$600)
 - Goody Bags

New Business:

Monument Discoloration and Martha Donald Grant – Matt Stevens and Bill Greenwood

- Matt gave two bids to Bill, but we need a 3rd one for Bill to present the grant request to Rick Moore, Arborist who is now overseeing the Martha Donald Grant program for the City of Dunedin. Matt Stevens agreed to seek a 3rd bid from PSG/Alpha Omega Signs before the October meeting and get that bid to Bill Greenwood.

Speeding / Failure to Stop deterrent options – Don Lemmon

- This was covered in Don's committee report

Meeting Location for Board after Golf Club reopens – Don Lemmon

- Betsy Morgan volunteered to reach out to the owner of the Feinstein Group, Zach and Christina Feinstein to ask about the space available and the cost, if any, for our monthly meetings. Betsy will report her findings to the Board in October.

Spectrum Exclusive Marketing Agreement – Todd Brooks

- Todd gave each of the attendees a copy for their review of the proposed agreement with SPECTRUM which would give them exclusive rights of advertising in Fairway Estates Community Association (FECA) publications and at community events in exchange for a one-time payment to FECA \$200 per household. This agreement is very similar to the one we have currently with WOW but for which FECA received no payment. WOW's contract ends soon, but they have offered us \$78.00 per household to continue it. We would need to end WOW agreement before entering into an agreement with Spectrum. Questions about the Spectrum agreement's terms from the Board members will be asked at the October Meeting after they have had time for careful review of that document. ***(See Exhibits)***

Sprinkler System at Lake Saundra – Todd Brooks

- This summer an irrigation company after visiting the site and seeing the area exposed by Todd's digging confirmed with Todd that we have two blockages in our sprinkler system caused by tree root pressure that require re-routing or full replacement of the lines. Todd sought bids from sprinkler companies. The residential companies were not interested in the work and only two commercial ones responded with bids. ***(See Exhibits)***
- After discussion of options rather than just turn it off or leave it for future boards to handle, Todd Brooks made a motion and seconded by Derrick Beland

MOTION: Take action now to update or repair the sprinkler system. MOTION CARRIED UNANIMOUSLY

After discussion by the board members about taking stop gap measures or solving the whole problem of the roots compressing the existing lines and the concern that future reclaimed water pressure coming from Dunedin is not likely to work well with our 16 yard distances between heads. The system is 15 years old, and the average life of a sprinkler system is 20 years without root intrusion. New lines will be spaced 13 feet apart. Matt Stevens made a motion which was 2nd by Derrick Beland.

MOTION: Accept the 3rd Bid presented by Charlie's Wells of \$5136.00 to abandon the current lines and install 4 new irrigation zones, all new hunter rotors and pop ups to give the proper coverage for preservation of the grass. MOTION CARRIED 5 -3

- Steps in proceeding that need to be addressed are:
 - Date to schedule work so as not to interfere with events at Lake Sandra or push to January so that the expense is reflected in the 2025 budget.
 - Where does our park property line end on the north side?
 - Get a diagram of the new lines with head locations for future repair needs.

Naming Contest for the Magnolia tree at Lake Sandra - Kathy O'Leary

- Kathy met with the City of Dunedin Arborist, Rick Moore, about the age and condition of our Magnolia tree. With the intent to make our residents aware of this treasure at Lake Sandra and to get the community to help protect it, Kathy and Diane Garcia plan to tell the story of the tree in the October newsletter and begin a process of seeking name suggestions for the tree through Facebook and at the October event. Her tree naming committee will then review the suggestions and choose a name to be announced at the December Event. The name and the story will also be reintroduced to residents at the February Annual meeting.

New Business:

- **Alligator Sign #2 at Lake Sandra**
 - A new sign needs to be purchased and installed on existing post. Derrick Beland is taking care of this project.
- **Elderly Emergency Contact**
 - Tabled for future meeting
- **Need for Survey prior to starting irrigation replacement project**
 - Tabled for future meeting

Resident's comments (post meeting):

- The Cedar Tree at the park has been cut down and the city picked up the cuttings. If we need to grind down the cedar stump and the stump of the palm tree previously removed there will be cost for FECA to pay.

- The Magnolia has a significant split on one of the large limbs. We need to take action to stabilize the limb, or it may have to be removed. Concern is that split could be from kids climbing on it. This is an important reason to make residents aware of the need for special watchfulness of the Magnolia when using the park.
- Dave Lynch reported that Solitude Lake Management company has assigned us a new tech for the lake visits and reports, and this tech he is much better than the last one.

Adjournment:

- Meeting adjourned at 8:25 p.m.
- Next meeting date to be announced based on availability of meeting venue and Todd Brooks' schedule.



Charlie's Wells
 3930 Tampa Rd
 Oldsmar, FL 34677
 +17277345375
 customerservice@charlieswells.com

Estimate

ADDRESS
TODD BROOKS
 Fairway Estates Community
 Association
 1235 PALM RD
 DUNEDIN, FL 34698

SHIP TO
TODD BROOKS
 Fairway Estates Community
 Association
 1235 PALM RD
 DUNEDIN, FL 34698

ESTIMATE #	DATE
4569	09/10/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	ZONE	OPTION 3 INSTALL 4 NEW IRRIGATION ZONES ALL NEW HUNTER ROTORS AND POP UPS THIS WILL GIVE THE PROPER COVERAGE	1	4,800.00	4,800.00T

THANK YOU FOR YOUR BUSINESS. PLEASE CONTACT OUR OFFICE
 WHEN YOU WOULD LIKE TO SCHEDULE 727-734-5375 OR
 CUTOMERSERVICE@CHARLIESWELLS.COM

SUBTOTAL 4,800.00
 TAX 336.00
TOTAL \$5,136.00

SAME DAY CANCELATION WILL RESULT IN FEE

ESTIMATES ARE GOOD FOR 30 DAYS

Accepted By

Accepted Date

Accepted By

Accepted Date



Charlie's Wells
 3930 Tampa Rd
 Oldsmar, FL 34677
 +17277345375
 customerservice@charlieswells.com

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ADDRESS
 TODD BROOKS
 Fairway Estates Community
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 1235 PALM RD
 DUNEDIN, FL 34698

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 Fairway Estates Community
 Association
 1235 PALM RD
 DUNEDIN, FL 34698

ESTIMATE #	DATE
4568	09/10/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Sales	OPTION 2 INSTALL 2 ADDITIONAL IRRIGATION ZONES ON OUTSIDE STRIP AND REPAIR EXISTING SYSTEM		2,400.00	2,400.00

THANK YOU FOR YOUR BUSINESS. PLEASE CONTACT OUR OFFICE
 WHEN YOU WOULD LIKE TO SCHEDULE 727-734-5375 OR
 CUSTOMERSERVICE@CHARLIESWELLS.COM
 SAME DAY CANCELLATION WILL RESULT IN FEE

SUBTOTAL 2,400.00
 TAX 168.00
TOTAL \$2,568.00

ESTIMATES ARE GOOD FOR 30 DAYS

Accepted By

Accepted Date



Charlie's Wells
 3930 Tampa Rd
 Oldsmar, FL 34677
 +17277345375
 customerservice@charlieswells.com

Estimate

ADDRESS
 Fairway Estates Community
 Association
 TODD BROOKS
 1235 PALM RD
 DUNEDIN, FL 34698

SHIP TO
 Fairway Estates Community
 Association
 TODD BROOKS
 1235 PALM RD
 DUNEDIN, FL 34698

ESTIMATE #	DATE
4567	09/10/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	ZONE	OPTION 1 REPAIR CURRECNT SYSTEM AND GET IT UP AND RUNNING RUN PVC AROUND TREE LABOR INCLUDED	1	750.00	750.00T

THANK YOU FOR YOUR BUSINESS. PLEASE CONTACT OUR OFFICE
 WHEN YOU WOULD LIKE TO SCHEDULE 727-734-5375 OR
 CUSTOMERSERVICE@CHARLIESWELLS.COM

SUBTOTAL 750.00
 TAX 52.50
TOTAL \$802.50

SAME DAY CANCELATION WILL RESULT IN FEE

ESTIMATES ARE GOOD FOR 30 DAYS

COMMENTS

Accepted By _____

Accepted Date _____



FLCW5650
1280 E. Cleveland St.
Clearwater, FL 34615
Phone (813) 461-4477
Fax (813) 443-2275

CONSTRUCTION LIABILITY STATEMENT

Agreement dated 4/30/97 between GTE Media Ventures Incorporated, ("Operator") and:

Name: FAIRWAY ESTATES COMMUNITY (~~owner~~) ASSN.

Address: 2233. DEMARET ST.
DUNEDIN FL.

Phone: 813-736-3024 - JOHN VANDORIS - PRESIDENT
FAIRWAY ESTATES COMM. ASSN.

home-512

1. For good and valuable consideration, receipt of which is hereby acknowledged, Owner hereby grants Operator the right to install, own, operate and maintain a cable television system ("Cable System") to and within the property ("Property") located at: PALM BLVD & SURROUNDING City of DUNEDIN, County of Pinellas, State of Florida. Operator specifically reserves the right to initially install, operate, and maintain its Cable System in a manner necessary to service only those units for which Operator then has specific requests for service and thereafter, as subsequent requests are made to Operator for service to additional units, to then install any equipment necessary to provide such additional service.

2. ^{ASSN} Owner shall furnish to Operator adequate space and right-of-access, including rights-in-ingress, egress, and easements for installation, operation, maintenance, inspection, replacement, removal, sales (using Operator's standard procedures) and disconnection of the Cable System.

3. Operator shall install, own and maintain the Cable System on the Property at its own expense. Ownership of all parts of the Cable System shall be and remain the property of Operator. Equipment shall be installed in accordance with good engineering practice and shall conform to normal Cable service installations. Prior to the start of construction, Operator will provide to Owner a formal Design Proposal (multi family units only). No construction will take place until Owner has returned a signed approval of that Design Proposal. NA

4. Operator will at all times maintain insurance as required by its local cable television franchise operated by the City/County of DUNEDIN, Florida.

5. Operator will be responsible for any damage directly caused by the installation or the operation of cable service at the above address(es). Except, however, Operator may attach equipment to the building as reasonably necessary in order to provide cable service to the resident. Operator will properly repair blemishes normally incurred by installation.

6. Operator agrees to hold ^{ASSN} Owner harmless from any action taken as a result of Operator's installation, operation and maintenance of service under this Agreement.

7. Operator assumes full and complete responsibility for collecting all money due from residents who subscribe to cable service.

8. The term of this Agreement shall be concurrent with Operator's cable television franchise generated by City/County of DUNEDIN and any renewals thereof. This Agreement shall be to the benefit of and be binding upon Operator and its successors and assigns, and upon Owner and Owner's successors, executors, heirs, administrators and assigns. NA

9. Marketing privilege: ^{ASSN} Owner agrees and grants Operator the right to market cable service.

10. This Agreement supersedes all previous agreements, if any, between the parties.

11. By signing this document, ^{ASSN} Owner and Operator hereby acknowledge that they have the authority to enter into this agreement.

FAIRWAY ESTATES COMM. ASSN. GTE Media Ventures, Incorporated.
Owner ^{ASSN} Operator

JOHN S. YANACHORIS - PRESIDENT W. D. Wilson, President
Print Name & Title of Owner's Authorized Rep. Print Name & Title of Operator's Authorized Rep.

John S. Yanachoris 4/30/97 [Signature] 5/15/97
Authorized Signature Date Authorized Signature Date

sent signed
copies to owner
6/15/97

APPROVED AS TO FORM WITH LEGALITY
[Signature]
Attorney GTE Telephony Dept.
Date: 5/15/97

ROE/MDU INFORMATION SHEET

Rep. Name and Number: Bob M 468

Complex Name: Fairway Estates Community

Complex Address: 90 John Yanchoris 2233 Demarest St., Dunedin, FL

Complex Contact Name & Phone: John Yanchoris, 736-3024

Owner Name: Fairway Estates Community Ass'n.

Owner Address: _____

Owner Phone: Same

DESIGN PROPOSAL REQUESTED: _____ YES NO

Number of Units: 512 Dwelling Code: SF

Wire Center: 5215 Node: 012

Date Signed: 4/30

COMMENTS: _____

5/5/91 cc Laurie
Sindy
Beub
Bonnie
Don



Service Order

Property Name:	Fairway Estates	Property Address:	1120 Palm Blvd.
On-site Contact:	Todd Brooks	City, State, Zip:	Dunedin, FL 34698
Phone:		Number of Units:	519

Agreement Term

Agreement Term: The period starting on November 1st, 2023 and ending on October 31st, 2033. The Agreement Term shall automatically be renewed for additional successive terms of one (1) year(s) unless either party provides written notice of termination not less than 180 days prior to the end of the Agreement Term then in effect.

Inside Wiring

Company shall have the exclusive or non-exclusive use the home run wiring and the cable home wiring as indicated below.

Home Run Wire	Owned By Company - For Exclusive Use by Company & Not for use by any third party
Home Wiring	The Home Wiring is and will remain the personal property of the individual unit Owner.
Wiring Enclosure inside unit (Media Panel)	Owned by the Customer - Company has been given the non-exclusive right to use the enclosure to provide service.

On-Site Marketing

Company has Non-Exclusive rights to market Services on site. Company will work with the Customer or Customer's onsite management team to co-ordinate all Marketing activities. Marketing activities may be as follows:

Door to Door	Yes- with Prior Approval From Owner or Manager
Onsite Events	Yes- with Prior Approval From Owner or Manager
Newsletter & Social Media	Yes- with Prior Approval From Owner or Manager
Onsite Displays	Yes- with Prior Approval From Owner or Manager
Website	No
Insert Material in Move In/Out Packets	No
Other	

Compensation To Customer

Revenue Share	Yes

Additional Supporting Documents Required

Both Parties Agree to provide additional supporting documents as identified below:

Address list Provided by Customer	Yes
Grant of Easement Signed by Customer	No
Vendor Form	Yes
W9	Yes

Legal Entities and Legal Notices To:	
Customer: FAIRWAY ESTATES COMMUNITY ASSOCIATION, INC. 1110 Nelson St DUNEDIN, FL 34698	Company: Knology of Central Florida, Inc. DbA WOW! Internet Cable and Phone A Delaware Corporation 7887 E. Belleview Avenue, Suite 1000, Englewood, CO 80111
Copy to:	

Accepted and agreed to by:

CUSTOMER:
FAIRWAY ESTATES COMMUNITY ASSOCIATION, INC.

COMPANY:
Knology of Central Florida, Inc.
dba WOW! Internet, Cable and Phone

BY: _____

BY: _____

NAME: _____

NAME: Kirk Zerkle

TITLE: _____

TITLE: VP, Market Expansion

DATE: _____

DATE: _____

PART 2: GENERAL TERMS AND CONDITIONS

This Installation and Service Agreement ("**Agreement**") between Knology of Central Florida, Inc. ("**Company**") and the FAIRWAY ESTATES COMMUNITY ASSOCIATION, INC. ("**Customer**") is effective as of the date specified in the Service Order accompanying this agreement (the "**Service Order**").

1. Component Parts of the Agreement

- a. This Agreement includes (1) the Service Order, (2) these General Terms and Conditions, and (3) any Exhibits hereto.

2. Wiring:

(a) Definitions:

i. "**Demarcation Points**" means the point or points at which the Distribution System connects to the Home Run Wiring.

ii. "**Distribution System**" consists of all facilities, equipment or devices that are installed by Company to transmit the Services from the public right of way to the Demarcation Points on the Property, and may include, but not be limited to, distribution cables, amplifiers, pedestals, lock boxes, passive and electronic devices and other equipment. It shall also include any other facilities, equipment or devices installed by Company, other than the Inside Wiring, and used by Company in the provision of Services.

iii. "**Exclusive Wiring**" means the Distribution System and those portions of the Inside Wiring (if any) indicated as exclusive in the Service Order.

iv. "**Home Wiring**" means the wiring within each unit from the first splitter or multimedia panel (as applicable) to wall plates.

v. "**Home Run Wiring**" means the wiring from the Demarcation Points to the first splitter or multimedia panel (as applicable) within each unit.

vi. "**Inside Wiring**" consists of Home Run Wiring and Home Wiring.

vii. "**Non-Exclusive Wiring**" means those portions of the Inside Wiring that are not Exclusive Wiring.

viii. "**System**" consists of the Distribution System and Inside Wiring.

(b) Company Obligations. Any work performed by Company on the Property shall be done in a good and workmanlike manner, in accordance with industry standards, local codes, applicable law, and, Federal Communications Commission ("FCC") regulations.

Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the Company's operation and use of the wiring as set forth herein.

(c) Ownership of Wiring. The Distribution System is and will remain the personal property of Company. The Home and Home Run Wiring is and will remain the personal property of Customer, unit owner or Company, as stated in the Service Order.

(d) Use and Maintenance of Wiring.

(i) Customer grants Company the exclusive right to operate and use the Exclusive Wiring and the non-exclusive right to operate and use the Non-Exclusive Wiring. The Customer shall not, and shall not permit any third party to, tap into, use, or otherwise interfere with the Exclusive Wiring.

(ii) At its expense, Company shall maintain, repair and replace the Exclusive Wiring as necessary to provide the Services.

(iii) At its expense, Customer shall maintain, repair and replace the Non-Exclusive Wiring. If the Customer fails to maintain the Non-Exclusive Wiring in accordance with Company's technical specifications, Company shall notify Customer (which may be accomplished by notifying Customer's on-site personnel) and request the repairs. If the repairs are not made within 20 days after receipt of such notice, Company may (i) suspend delivery of the Services to the affected units until repairs are made by Customer or (ii) repair the Non-Exclusive Wiring and charge Customer the actual and reasonable costs expended by Company. Notwithstanding anything to the contrary contained in this section, if Customer cannot grant rights to Resident Owned Wiring, then the rights to operate, use and repair any Resident Owned Wiring will be governed by separate contracts between Company and the unit resident.

3. Provision of Service. Customer grants to Company the right to provide all lawful communications services to Residents (collectively, the "Services").

4. Customer Obligations. Customer shall not enter into a Bulk Agreement with another service provider to provide services similar to the Services during the Term regardless of the method used to deliver services to the Property. A "**Bulk Agreement**" means an agreement between Customer and a third party service provider whereby (i) services are paid for by the Customer and provided to the residents at no charge, on a reduced rate or discounted basis; (ii) services are automatically provided to the residents as an amenity of the Property or (iii) the purchase of services by residents is required as a condition of their occupancy of the Property. However, nothing in this Agreement shall prohibit service providers from providing service to the Property on a retail basis, provided that Customer does not permit a third party to access any facilities, equipment or wiring Company owns or has exclusive rights to use.

5. Fees and Charges for Services. For Services provided to residents on a retail basis, the terms, conditions, charges and fees for those Services shall be contained in separate contracts

between Company and individual residents. The Customer assumes no liability or responsibility for service charges contracted for by residents. For Services provided to Customer on a bulk basis (if any), additional terms, conditions, charges and fees for the bulk Services shall be contained in the Service Order and Attachments made a part of this Agreement.

6. Access.

(a) Customer grants Company personnel access to all common areas of the Property during normal business hours (as defined below) for the purpose of installing, disconnecting and auditing Service and exercising Company's right and obligations under this Agreement. Customer shall use reasonable efforts to grant Company access to parts of the Property it does not have direct control over for the same purposes. "**Normal Business Hours**" means Monday through Sunday, 7:00am to 7:00pm or at any other time that (i) Customer's staff members at the Property give verbal consent for Company to access, (ii) a maintenance or repair emergency occurs, which includes service outages, or (iii) a resident grants Company personnel access in order to provide or repair services for the resident.

(b) Company, at its expense, agrees to repair any damage to the Property to the extent caused by Company, its employees or agents, normal wear and tear excepted. If Company fails to commence repairs to the Property within 45 days of notice, then Customer may undertake the repairs itself and bill the Company for the actual and reasonable costs thereof. Customer, at its expense, agrees to pay the reasonable and actual costs for Company to relocate the Distribution System or repair or replace any damage to the Distribution System or Exclusive Wiring to the extent caused by Customer, its employees or agents, normal wear and tear excepted.

7. Indemnification. Each party (in the appropriate context the "**Indemnifying Party**") to this Agreement agrees to hold the other party (in the appropriate context the "**Indemnified Party**") harmless and indemnifies the Indemnified Party from and against any third party claim, action, loss, damage, cost, and expense which the Indemnified Party may suffer or incur by reason of any breach of any warranty, representation or agreement made by the Indemnifying Party under this Agreement, or any injury (including death), damage or loss to persons or property caused by the Indemnifying Party. The Indemnified Parties agree to provide the Indemnifying Party with sufficient notice of any claim and to provide reasonable cooperation with the Indemnifying Party in the defense of the claim at Indemnifying Party's cost.

8. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.

9. Termination.

(a) Default. In the event either Party defaults in the performance of any of the material terms of this Agreement, the non-defaulting Party shall give the defaulting Party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting Party shall have 60 days to either (i) cure the default or (ii) if such default is incapable of cure within such 60 day period, commence curing the default within such 60 day period and diligently pursue such cure to completion. In the event the defaulting Party fails to do so within such 60 day period, the non-defaulting Party may terminate this Agreement upon 30 days' written notice without further liability of either party.

(b) Permanent Loss of Authority. This Agreement shall terminate automatically without any further liability on the part of Company in the event Company lacks authority to continue to provide the Services to the Property due to loss of governmental authorization. This clause, however, shall not apply to periods of transition, such as franchises subject to review, transfer or reapplication, or where termination is the subject of dispute.

10. Removal of Distribution System.

(a) Upon expiration or termination of this Agreement, Company shall have 3 months during which it may remove the Distribution System. Company shall promptly repair any damage to the Property caused by such removal. Any portion of the Distribution System remaining on the Property after the 3 month period shall be deemed abandoned by Company, and ownership shall vest in Customer "AS IS" and "WHERE IS" and Company shall have no further liability therefor.

(b) Notwithstanding anything to the contrary contained in this Agreement, the removal period referenced in subsection (a) above shall be tolled for as long as Company has the right under applicable law to continue to provide any or all of the Services to any or all of the units on the Property after the termination or expiration of this Agreement, in which case Company shall have the exclusive right to continue to own and use the Distribution System and the non-exclusive right to interconnect with and use the Inside Wiring to provide the Services. This Section shall survive the termination of this Agreement.

11. Dispute Resolution.

(a) The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration.

(b) Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following 45 days from the date of filing the written request for mediation, whichever occurs first ("Earliest Initiation Date"). The mediation may continue after the commencement of arbitration if the parties so desire.

(c) The decision of the arbitrators shall be binding and conclusive on all parties involved, and judgment upon their decision may be entered in a court of competent jurisdiction.

12. Marketing Support. Customer grants Company the right to access the Property to market and sell its Services to residents of the Property as set forth in the Service Order.

13. Representations and Warranties. Each Party represents and warrants to the other that (i) the person entering into this Agreement on its behalf has the legal right and authority to execute, enter into and bind such Party to the commitments and obligations set forth herein and (ii) it has the right to enter into this Agreement and to grant the rights granted hereunder. In the event this Agreement is terminated for a breach of these representations and warranties, Customer shall reimburse Company for the time and materials of all work performed at the Property, up to the termination date.

14. Miscellaneous Provisions

(a) Subcontractors. Company may hire or engage one or more subcontractors to perform any or all of its obligations under this Agreement; provided that Company shall in all cases remain responsible for all its obligations under this Agreement. Under no circumstances shall Customer be responsible for making any payments directly to any subcontractor engaged by Company.

(b) Insurance. Company shall maintain workers' compensation insurance with statutory limits and commercial general and automobile liability insurance. The limits of such liability insurance shall be no less than One Million Dollars (\$1,000,000) per occurrence and in the aggregate, and automobile liability limits no less than One Million Dollars (\$1,000,000) per accident and in the aggregate. Upon request, Company will provide Customer with a certificate evidencing such insurance.

(c) Force Majeure. Neither Party shall be liable for its performance delay or failure due to circumstances beyond its reasonable control, including but not limited to, failure of equipment or facilities not owned or controlled by a Party (for example, utility service), denial of access to facilities or rights-of-way essential to serving the Property, natural catastrophes, pandemics, and government order or regulation.

(d) Applicable Law. This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the jurisdiction in which the Property are located, without regard to its choice of law principles.

(e) Invalidity. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

(f) Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, registered or certified mail, return receipt requested, or nationally recognized overnight courier service to the other Party's address set forth in the Service Order or as may subsequently in writing be requested.

(g) Confidentiality. Except as otherwise required by applicable law, each Party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know or legal right to know (such as residents of a homeowners association, property managers etc.) for Customer or Company to reasonably conduct its business.

EXHIBIT A

Compensation

1. Revenue Share.

Company shall pay Customer a percentage of Monthly Gross Billings (as defined below) in accordance with the Service Order based on the following:

Both parties agree that if penetration based on average Subscriber counts for the month, derived by dividing the number of WOW! customers by the total number of units is equal or greater to 25% Company shall pay Customer 4% of Monthly Gross Billings received from subscribers at the Property.

Monthly Gross Billings shall mean all amounts received by Company from Residents of the Property for Services provided including Internet less any pass-through charges which includes all governmentally imposed taxes, fees or surcharges, equipment rental/lease fees, non-recurring charges (including without limitation, any installation fees, non-pay charges and customer service call charges). All payments shall be remitted within 45 days from the end of the month.

In the event the Company's marketing rights as described in the Service Order are impaired, then payments under this Exhibit shall be terminated. Company will retain the right to serve the Property.

COMMUNICATIONS NETWORK AND SERVICE AGREEMENT
(Non-Bulk)

The pages that precede the signature blocks below are referred to as the "Property-Specific Terms". The Property-Specific Terms together with the Attachments listed below constitute the Communications Network and Service Agreement ("Agreement"), which is entered into by the following customer ("Owner") and service provider ("Operator") on the "Effective Date" set forth under Operator's signature below. Each of Owner and Operator may be referred to in the Agreement as a "party", and, together, as the "parties". Capitalized terms used in these Property-Specific Terms without definition will have the meanings assigned to them in the applicable Attachment.

Owner Name and Billing/Legal Notice Addresses: FAIRWAY ESTATES COMMUNITY ASSOCIATION, INC.	Operator Name and Legal Notice Addresses: Spectrum Sunshine State, LLC
Billing Office and Notice Address: P.O. Box 563 Dunedin, FL 34698 Attn: Todd Brooks Telephone: 727-455-6240	All Notices Sent to Office at: 12405 Powerscourt Drive St. Louis, MO 63131 Attn: Legal Department – Operations
All Notices Also Sent to (if applicable): N/A	All Notices Also Sent to Office at: 6399 South Fiddler's Green Circle, Sixth Floor Greenwood Village, CO 80111 Attn: Legal Department – MDU
	All Notices Also Sent to: DL-SCS-Legal@charter.com

Property Information:	Owner's Property Management Company Information (if applicable):
Property Address: Fairway Estates 1242 Taylor Ave. Dunedin, FL 34698 Attn: Todd Brooks Telephone: (727) 455-6240	Corporate Office Address: N/A
Property Type: SF Home	
Number of Units: 514	
On-Site Contact Name: Todd Brooks	Contact Name: N/A
On-Site Telephone: (727) 455-6240	Contact Telephone: N/A
On-Site Email: president@fairwayestates.org	Contact Email: N/A

Owner owns (or is building), or, in the case of an owner's association, is the authorized representative for the multi-unit property referred to above (including the underlying land and all improvements thereon, the "Property"). Owner and Operator desire that Operator install (as necessary) and operate the System to make the Services available to Users in accordance with the terms of the Agreement. Owner and Operator agree as follows:

- Term.** The Agreement commences on the Effective Date and may be terminated by either party at any time after the end of the Service Commitment Period by providing a Termination Notice (defined hereafter) (the "Term").
- Service Commitment Period.** The "Service Commitment Period" is 120 months and commences on the later of the following two dates: (a) the date that System installation or upgrading is complete (or the Effective Date if Operator currently serves the Property and no System modifications are required); or (b) if Owner is purchasing any Bulk Service under the Agreement, the date that Operator first begins billing Owner the full (undiscounted) Bulk Service Fee to all Units.
- Termination Notice.** In addition to any early termination rights contained elsewhere in the Agreement, either party may terminate the Agreement after the end of the Service Commitment Period by providing the other with a termination notice (the "Termination Notice"). The Termination Notice must provide at least 90 days advance notice of termination.

**COMMUNICATIONS NETWORK AND SERVICE AGREEMENT
(Non-Bulk)**

The pages that precede the signature blocks below are referred to as the "Property-Specific Terms". The Property-Specific Terms together with the Attachments listed below constitute the Communications Network and Service Agreement ("Agreement"), which is entered into by the following customer ("Owner") and service provider ("Operator") on the "Effective Date" set forth under Operator's signature below. Each of Owner and Operator may be referred to in the Agreement as a "party", and, together, as the "parties". Capitalized terms used in these Property-Specific Terms without definition will have the meanings assigned to them in the applicable Attachment.

Owner Name and Billing/Legal Notice Addresses: FAIRWAY ESTATES COMMUNITY ASSOCIATION, INC. Billing Office and Notice Address: P.O. Box 583 Dunedin, FL 34698 Attn: Todd Brooks Telephone: 727-455-6240 All Notices Also Sent to (if applicable): N/A	Operator Name and Legal Notice Addresses: Spectrum Sunshine State, LLC All Notices Sent to Office at: 12405 Powerscourt Drive St. Louis, MO 63131 Attn: Legal Department – Operations All Notices Also Sent to Office at: 6399 South Fiddler's Green Circle, Sixth Floor Greenwood Village, CO 80111 Attn: Legal Department – MDU All Notices Also Sent to: DL-SCS-Legal@charter.com
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Property Information: Property Address: Fairway Estates 1242 Taylor Ave. Dunedin, FL 34699 Attn: Todd Brooks Telephone: (727) 455-6240 Property Type: SF Home Number of Units: 514 On-Site Contact Name: Todd Brooks On-Site Telephone: (727) 455-6240 On-Site Email: president@fairwayestates.org	Owner's Property Management Company Information (if applicable): Corporate Office Address: N/A Contact Name: N/A Contact Telephone: N/A Contact Email: N/A
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Owner owns (or is building), or, in the case of an owner's association, is the authorized representative for the multi-unit property referred to above (including the underlying land and all improvements thereon, the "Property"). Owner and Operator desire that Operator install (as necessary) and operate the System to make the Services available to Users in accordance with the terms of the Agreement. Owner and Operator agree as follows:

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