

AMENDMENT TO UNBOUND AGREEMENT

THIS Amendment To Unbound Agreement (the "Amendment"), made and entered into this 14 day of Dec, 2017, by and between East Lake Woodlands Community Association, Inc., a Florida not-for-profit corporation ("ELWCA"); and East Lake Woodlands Cluster Homes Improvement Association Unit Four, Inc., a Florida not-for-profit corporation (the "Association");

WITNESSETH:

WHEREAS, the parties hereto have heretofore entered into that certain Unbound Agreement dated October 4, 2002 (the "Agreement"); and

WHEREAS, Association wishes to extend the term of Agreement for another fifteen (15) years so as to expire on December 31, 2032, which extension ELWCA is agreeable to; and

WHEREAS, as an inducement to the Association entering into this Amendment ELWCA has agreed to assume certain additional responsibilities for the Association; and

WHEREAS, the parties also wish to confirm, to avoid any possible misunderstanding, the ongoing maintenance duties of ELWCA under the Agreement as extended herein; and

WHEREAS, the parties hereto and the parties to the Agreement are willing to make such an amendment and modification to the Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants, agreements, conditions, and warranties of the parties to the Agreement and this Amendment, it is hereby covenanted and agreed by and between the parties as follows:

1. The Agreement is hereby amended and modified as follows:
 - (a) The expiration of the term of the Agreement is extended from December 31, 2017, to December 31, 2032.
 - (b) The parties agree that the maintenance benefits to the Association under the Agreement originally consisted of the following:
 - i/ ELWCA is responsible for the Association's share of the maintenance costs of the roadways in East Lake Woodlands, known as Woodlands Drive and South Woodlands Drive, and its portion of the cost of the street lighting for such.
 - (c) The parties further agree that additional maintenance benefits to the Association under the Agreement, as amended and modified herein, will now include the following:

i/ ELWCA will assume the Association's maintenance responsibility for that portion of the sidewalks along South Woodlands Drive that lie within the right-of-way on either side of the paved roadway surface.

2. Except as are herein amended or modified, all of the terms, conditions, covenants, agreements, representations, and warranties of the Agreement are and shall remain in full force and effect; and in the event of any conflict between the Agreement and this Amendment, the terms and provisions hereof shall govern, control and prevail.

3. The parties hereto by their respective execution hereof, hereby represent and warrant to the other party, that the execution hereof has been duly authorized by all necessary corporate action and that the execution hereof is a duly authorized, vetted and binding action.

4. The parties hereto, by their respective execution hereof, hereby represent and warrant to the other party hereto, that, to the best of their respective information and belief, the Agreement is not in default as of the date hereof.

5. This Amendment shall not become effective or binding until it has been executed by both parties hereto, and shall be dated for purposes hereof as of the date of execution by ELWCA.

6. This Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original instrument, but such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment, the day and year first above written.

East Lake Woodlands Cluster Homes Improvement
Association Unit Four, Inc., a Florida not-for-profit
corporation

By: 

As its:

President
CLWITF 7

(ASSOCIATION)

East Lake Woodlands Community Association,
Inc., a Florida not-for-profit corporation

BY: 

As its:

PRESIDENT

(ELWCA)