

## Agreement

This Agreement, entered into this 1st day of July, 1996, by and between the EAST LAKE WOODLANDS COMMUNITY ASSOCIATION, Inc., a Florida corporation (hereinafter "Community Association") and E.L.W. CLUSTER HOMES IMPROVEMENT ASSOCIATION, UNIT FIVE, INC., A Florida Corporation (hereinafter "Homeowner Association"),

WITNESSETH:

WHEREAS, Homeowner Association would like Community Association to assume the responsibility for the maintenance of the roadway in East Lake Woodlands, known as Sunflower Drive between the gate at Tampa Road and a point near South Woodlands Drive (hereinafter "Roadway") and to assume the cost of the street lighting for that Roadway and

WHEREAS, Community Association is willing to assume such responsibilities provided Homeowner Association agrees (1) to continue to bear its proportionate share of the assessments of the Community Association as long as other property owners in East Lake Woodlands are obligated under their Master Declaration of Covenants and Restrictions to bear their proportionate share of the assessments of the Community Association or fifteen (15) years, whichever is less, and (2) to pay to Community Association the sum of \$8,770.00 representing the amount which should have been reserved for repaving the Roadway since the last paving (hereinafter "Past Reserves").

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, as well as other good and valuable consideration, the receipt and sufficiency of such being hereby acknowledged by both parties hereto, it is mutually covenanted and agreed as follows:

1. Incorporation of Recitations. The above recitations are true and correct and are incorporated herein by this reference.

2. Roadway Maintenance. Community Association will assume Homeowner Association's responsibility for maintenance of the Roadway commencing on the date of acceptance of this agreement as stated in the first paragraph and continuing as long as Homeowner Association continues to pay its proportionate share of the assessments of the Community Association. This responsibility shall include only the pavement itself and shall not include any of the right-of-way which may extend on either side of the paved surface. It is understood by both parties that paving will not take place before 1998.

3. Street Lighting. Commencing with the date of acceptance of this agreement as stated in the first paragraph, Community Association will assume the cost of the current level of street lighting for the Roadway for as long as Homeowner Association continues to pay its proportionate share of assessments of Community Association.

4. Community Association Assessments. Homeowner Association will continue to bear its proportionate share of the assessments of the Community Association

as long as other property owners in East Lake Woodlands are obligated under their Master Declaration of Covenants and Restrictions to bear their proportionate share of such assessments or fifteen (15) years, whichever is less. Proportionate share shall mean a share of the total assessments against Community Association members equal to the number of units and lots in the Homeowner Association divided by the total number of Community Association units and lots.

5. Past Reserves. Upon the acceptance date of the agreement as stated in the first paragraph, Homeowner Association shall pay to Community Association the sum of \$8,770.00, representing Past Reserves for repaving the Roadway. At no time in the future shall Community Association be liable for any reimbursement to Homeowner Association of reserves for future replacement of roadways.

6. Third Party Beneficiary. It is specifically understood and agreed that no person, firm, or other legal entity shall be a third party beneficiary hereunder, and that none of the provisions of this agreement shall be for the benefit of or be enforceable by anyone other than the parties hereto, and that only the parties hereto shall have any rights hereunder.

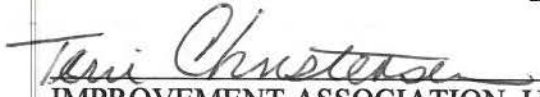
7. Litigation Costs. In the event of any litigation regarding this Agreement, the prevailing party shall be entitled to recover, in addition to all costs and damages allowed by law, such sum as the court may adjudge to be reasonable for the services of its attorney, including services in any appellate proceeding or proceedings.

8. Previous Agreements. This agreement supersedes and replaces all previous agreements and negotiations between the parties hereto relating to the subjects covered herein.

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

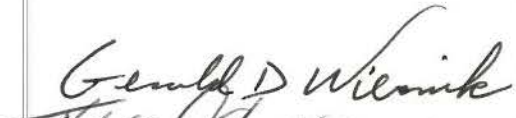
E.L.W. CLUSTER HOMES IMPROVEMENT  
ASSOCIATION, UNIT FIVE, INC.

By: 

 Secretary of E.L.W. CLUSTER HOMES  
IMPROVEMENT ASSOCIATION, UNIT FIVE, INC. hereby certifies that the execution  
of this Agreement has been authorized by the Board of Directors of said association.

EAST LAKE WOODLANDS  
COMMUNITY ASSOCIATION, INC.

By: 

 Secretary of the EAST LAKE WOODLANDS  
COMMUNITY ASSOCIATION, hereby certified that the execution of this Agreement  
has been authorized by the Board of Directors of said association.