

AGREEMENT FOR MEMBERSHIP IN ELWCA

This Agreement, by and between EAST LAKE WOODLANDS CYPRESS ESTATES CONDOMINIUM UNIT ONE ASSOCIATION, INC., a Florida corporation (hereinafter referred to as "Association") and the EAST LAKE WOODLANDS COMMUNITY ASSOCIATION, INC., a Florida corporation (hereinafter referred to as "ELWCA") are the parties to this Agreement.

WITNESSETH:

WHEREAS, Association governs a community located in a planned unit development in Pinellas County, Florida, commonly known as East Lake Woodlands; and

WHEREAS it is the intent of the parties that the Unit/Lot owners who are members of the Association shall also become members of ELWCA by virtue of this Agreement, and the Unit/Lot owners shall obtain the rights and obligations provided for in the governing documents of ELWCA, as contract members of ELWCA; and

WHEREAS, the parties hereto recognize that they will mutually benefit from this Agreement. Furthermore, the parties agree that the various services provided from time to time by ELWCA protect and enhance the value of the various single- family, patio homes, cluster homes and condominiums located within East Lake Woodlands;

NOW THEREFORE, in consideration of the mutual covenants and agreement 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:** The above recitations are true and correct and are incorporated herein by this reference.
2. **Term:** This Agreement shall be effective commencing January 1, 2020, and shall continue in effect for a period of fifteen (15) years until December 31, 2034. This Agreement shall automatically renew thereafter for successive periods of fifteen years, unless either party provides written notice of non-renewal to the other party, no less than one year before the end of any fifteen-year term.
3. **Services:** ELWCA will provide such services and benefits to the Association and its members as are provided for in its governing documents and this Agreement.
4. **Authority:** The Association and ELWCA hereby represent to each other that entering into this contract is a duly authorized, valid and binding act of the respective associations.
5. **Association Benefits and Notices:** Incidental to the benefits provided to the Association and its members by ELWCA pursuant to this Agreement, the respective owner(s) of a unit or lot governed by the Association shall be members of ELWCA, with all membership rights pursuant to the Articles of Incorporation, Rules and Regulations, and Bylaws of ELWCA, as amended from time to

time. ELWCA shall provide copies of minutes of its regular monthly Board meetings, and other documents relating to ELWCA's operations, including its annual budget, to the Association. The Association shall be responsible for distributing this information to its members. Members of the Association will be entitled to attend ELWCA meetings, and to serve on committees and on the Board of Directors if appointed or elected, and to vote on matters where a vote of the membership of ELWCA is conducted.

6. **Entry Access:** ELWCA shall provide without cost to the Owner(s) of Units/Lots within the Association bar codes and such other devices or methods used by the members of ELWCA to allow access to all of the gates, or controlled access points, to East Lake Woodlands. All current technical advances in access control which are provided to other members of ELWCA will be provided to the Association's owners. The same charges for replacement, or additional bar codes or devices that apply to other members shall be applicable to owners and other persons in the Association.

7. **Management/Communication:** To facilitate harmony and enhance communication, the governing Board of ELWCA and its designated agents will deal directly with the Association's officers and directors, or their designated agent, to communicate, manage, and execute the terms and conditions of this Agreement. The Association may request that an item be placed on the ELWCA Board meeting agenda by notifying ELWCA or its designated agent no less than five (5) days before the next regularly scheduled ELWCA Board meeting. Within twenty days of the execution of this Agreement, the Association shall provide ELWCA, in writing, with the names, addresses and phone numbers of the current Directors, Officers and, if in existence, the Property Manager of the Association. The Association shall provide this updated information, in writing, to ELWCA annually. The Association shall provide ELWCA, no less than annually, with the names, addresses, and phone numbers, if available, of the current Association owners/members. ELWCA shall provide notice of its Annual Meeting, and any other meetings where such notice is required, to the owners/members in accordance with its Bylaws.

8. **Membership Fees:** The Association agrees to pay to ELWCA the following membership fees commencing on the effective date of this Agreement, and continuing as long as this Agreement is in effect as set forth below:

- a. For the base year commencing January 1, 2020, the fees for each respective Unit/Lot located within Association shall be determined based upon adoption of the 2020 budget, and shall be due from the Association to ELWCA on the first day of each month in 2020. The monthly fees provided for herein shall be subject to increases as set forth in this Agreement. At the time of execution of this agreement, fees for 2019 are thirty dollars and eighty five cents (\$30.85) per Unit/Lot per month. This amounts to a total monthly payment of \$3592.28. Said amount is subject to change upon adoption of the 2020 budget.
- b. It is understood and agreed that the amount due from the Association under this Agreement may vary from year to year depending on the annual budget adopted by ELWCA. The Association's payments shall not be increased from one year to the next in excess of 6.5%. Any increase in fees pursuant to the annual budget adopted by

ELWCA shall not exceed the percentage increases imposed against any other members of ELWCA.

- c. The payments provided for hereunder shall be due and payable on the first day of each month from the Association to ELWCA, regardless of whether the Association's members have all paid their portion of their assessments. Payments are delinquent if not received within 45 days from the due date, and shall accrue interest at the rate of 6.0% per annum compounded quarterly, in addition to any applicable administrative expenses incurred by ELWCA. If payments remain delinquent for a period of more than 90 days, ELWCA may suspend the use rights and membership benefits of the Association under this Agreement until satisfactory arrangements for payment are made, in addition to being authorized to accelerate the remaining payments due in each calendar year for which such delinquency continues, following at least 15 days' notice to the Association of the intention to accelerate the payments if the account is not brought current.
- d. The Association shall not be liable for any special assessments imposed by ELWCA on other members, or for any other payments other than those provided for herein.

9. Insurance: ELWCA and the Association shall each maintain general public liability insurance covering their own operations and persons and entities that they are responsible for, including coverage for bodily injury, death or property damage. Liability coverage shall be on an occurrence basis and in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) aggregate. Each party shall provide to the other party satisfactory evidence of said insurance coverage upon request.

10. Notices: All formal notices, requests, consents, instructions, and communications required or permitted under this Agreement shall be in writing, and shall be sent by both electronic mail, and also by registered or certified mail (postage prepaid), return receipt requested, and addressed to each party at their respective addresses as set forth below or to such other addresses, any party may designate by notice complying with the terms of this Section.

11. Default: If either party to this Agreement has reason to believe that the other party is in default of any provision of this Agreement, including default as to payment, the party shall promptly notify in writing the other party. Such notification shall specify in reasonable detail the facts and circumstances constituting the default. Promptly upon receipt of such notification, the parties shall consult with each other as to what steps shall be taken to cure the default or to mitigate or remedy consequences thereof.

12. Dispute Resolution: In connection with any dispute arising under, from, or as a result of this Agreement, the parties agree that the prevailing party or parties shall be entitled to recover all costs and reasonable attorney's fees incurred in any litigation, and for pre-litigation fees resulting from a default by the other party. Prior to initiating litigation, reasonable efforts to negotiate or mediate a resolution of any dispute shall be made.

13. **Third Party Liability:** It is specifically understood and agreed that no person, firm, or other legal entity shall be a third -party beneficiary hereunder. The provisions of this Agreement shall not be enforceable by anyone other than the parties hereto, and that only the parties hereto shall have any rights hereunder.

14. **Consent and Waiver:** No consent or waiver, express or implied, by a party of any breach of default by another party in the performance of such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party. Failure on the part of a party to complain of any act, or failure to act, of another party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such first mentioned party of its rights hereunder.

15. **Assignment:** Neither ELWCA or the Association shall assign this Agreement or any of its rights or obligations to any party without the prior written consent of the other association. All of the terms and provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors or permitted assigns.

16. **Cooperation:** The parties hereto agree that they will from time to time, at the reasonable request of either of them, execute and deliver such instruments and documents, and take such further action, as may be required to accomplish the purposes of this Agreement.

17. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior contemporaneous agreements, undertakings, negotiations and discussions, whether oral or written, between the parties, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein. This agreement is deemed to be authored by both parties and shall not be construed more harshly against the other.

18. **Severability:** The unenforceability or invalidity of any one or more provisions of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement. The rights available to the parties under this Agreement and at law shall be deemed to be several, and not dependent on each other. Any one or more and/or any combination of such rights may be exercised by a party from time to time, and no such exercise shall exhaust the rights or preclude any other party from exercising any one or more of such rights or combination thereof from time to time thereafter or simultaneously.

19. **Remedy at Law and Equity:** For any breach of the Agreement, the Association and ELWCA confirm that damages at law may be an inadequate remedy for a breach or threatened breach of this Agreement and agree that, in the event of a breach or threatened breach of any provision hereof, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy, it being the intention of this clause to make clear the agreement of the parties that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

20. **Counterparts:** This Agreement may be executed in several counterparts, each of which, when so executed shall be deemed to be an original, and such counterparts together shall constitute one

and the same instrument and, notwithstanding the date of execution shall be deemed to bear the same date as of the date written in the beginning of this Agreement.

21. **Governing Law/Jurisdiction/Venue:** This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida. The parties acknowledge that a substantial portion of negotiations and anticipated performance of this Agreement occurred or shall occur in Pinellas County, Florida, and that any lawsuit, action, or other legal proceeding arising out of or related to this Agreement may be brought in the circuit court for Pinellas County, Florida.

22. **Prior Agreements:** This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, writings, agreements, and/or understandings between the parties with respect to the subject matter of this Agreement (with the exception of the Agreement dated (none)) by and between the parties, which shall remain binding on the parties and continue in full force and effect, unaltered by this Agreement following the termination of this Agreement. Any obligations of the Association under an earlier Agreement shall remain in abeyance during the period of time that this Agreement is in effect.

23. **Captions/Titles.** The captions and titles of this Agreement are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Agreement.

24. **Binding Effect:** The parties hereby represent to each other that execution of this Agreement has been duly authorized by the Board of Directors, and the governing documents, of the respective parties, and that entering into this Agreement is a duly authorized, valid and binding act of each association.

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25. Modification: This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by the parties/party against whom enforcement is sought.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

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

By: 

Susan Whitehead, President

Date: March 13, 2019

Mailing Address: c/o Management & Associates
720 Brooker Creek Blvd., #206
Oldsmar, FL 34677

Email Address: jballard@mgmt-assoc.com

East Lake Woodlands Cypress Estates Condominium Unit
One Association, Inc., a Florida not-for-profit corporation

By: 

Brian Geoghegan, President

~~Date: March~~ ^{April} 11, 2019

Mailing Address: c/o Progressive Management, Inc.
4151 Woodlands Parkway
Palm Harbor, FL 34685

Email Address: pthiemann@progressivem.com