

GATE AGREEMENT

This Gate Agreement (this "Agreement") made as of the 21st day of Nov., 2011, by and between East Lake Woodlands Community Association, Inc., a Florida not for profit corporation (the "Community Association") on the one hand; and Quail Forest Cluster Homes Improvement Association Unit One, Inc., a Florida not for profit corporation ("Quail Forest Association") on the other hand;

WHEREAS, the Community Association is simultaneously herewith formally accepting a written proposal for the construction of a barcode operated gate and associated entry system (the "Gate") at the sole entrance to the Quail Forest residential development which the Quail Forest Association governs, a copy which proposal being attached hereto as Exhibit "A" (the "Work"); and

WHEREAS, the Community Association has agreed to pay for the Work in full and upon completion and installation of the Gate as contemplated thereby, has further agreed to maintain the Gate, at its sole cost, and with absolutely no obligation connected therewith in the future insofar as the Quail Forest Association is concerned including, but not limited to no obligation on its part to join the Community Association or to contribute towards the Gate's costs in any fashion; and

WHEREAS, the parties hereto have agreed to enter into this Agreement for purposes of confirming the above and foregoing.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, as well as the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable considerations in hand paid by each of the parties to the other, the receipt and sufficiency of such being hereby acknowledged by each, it is hereby covenanted and agreed as follows:

1. COMMUNITY ASSOCIATION'S REPRESENTATIONS AND WARRANTIES. The Community Association by its execution and delivery hereof, hereby represents and warrants to the Quail Forest Association as follows:

- (a) That it is a duly organized and valid existing not for profit corporation in good standing under the laws of the State of Florida; and has the full power and authority to enter into this Agreement and to perform its various duties and obligations hereunder;
- (b) That its performance of its duties and obligations hereunder will not result in any breach of or constitute an event of default under its Articles and Bylaws or any agreement or other instrument by which it is bound or affected; and
- (c) That its execution and delivery hereof and its performance of its various duties and obligations hereunder have all been properly authorized by all necessary corporate action of the Community Association and this Agreement is binding upon the Community Association in accordance with its respective terms and conditions.

2. COMMUNITY ASSOCIATION'S AGREEMENTS. The Community Association, by its execution and delivery hereof, hereby covenants and agrees as follows:

- (a) That it will pay for all of the Work in full and in a timely fashion;

- (b) That it immediately will begin the process of providing to all members of the Quail Forest Association (at no cost to such members) on an ongoing basis the necessary barcodes to provide the Quail Forest Association members with vehicular access to the entire East Lake Woodlands and The Woodlands On East Lake Road Communities (the "Community") as soon as the necessary arrangements for the proper and orderly issuance of such barcodes can be made by the Community Association and its management company;
 - (c) That upon completion of the installation of the Gate it will maintain, at its sole and exclusive cost, the Gate in accordance with the customary maintenance standards for all similar gates that it maintains within the Community; and
 - (d) That its agreement to pay the Work and its agreement to maintain the Gate in the future is not based on any understanding or requirement that the Quail Forest Association or its members become members of the Community Association and any intention to the contrary by the Community Association is hereby expressly disclaimed.
3. QUAIL FOREST'S REPRESENTATIONS AND WARRANTIES. The Quail Forest Association by its execution and delivery hereof, hereby represents and warrants to the Community Association as follows:
- (a) That it is a duly organized and valid existing not for profit corporation in good standing under the laws of the State of Florida; and has the full power and authority to enter into this Agreement and to perform its various duties and obligations hereunder;
 - (b) That its performance of its duties and obligations hereunder will not result in any breach of or constitute an event of default under its Articles and Bylaws or any agreement or other instrument by which it is bound or affected; and
 - (c) That its execution and delivery hereof and its performance of its various duties and obligations hereunder have all been properly authorized by all necessary corporate action of the Quail Forest Association and this Agreement is binding upon the Quail Forest Association in accordance with its respective terms and conditions.
4. QUAIL FOREST ASSOCIATION'S AGREEMENTS. The Quail Forest Association, by its execution and delivery hereof, hereby covenants and agrees as follows:
- (a) That it will cooperate (in a reasonable fashion, but at no cost to it) with the Community Association incident to the Community Association discharging its various duties and obligations hereunder including, but not limited to:
 - i/ The timely and proper completion of the Work; but without any obligation to pay for such which obligation is solely that of the Community Association;
 - ii/ The issuance of barcodes to its members by or on behalf of the Community Association from time to time; and
 - iii/ The timely and proper maintenance of the Gate; but without any obligation to pay for such which obligation is solely that of the Community Association.

5. TERM. The term of this Agreement shall commence as of _____, 2011, and shall terminate upon the earlier to occur of there no longer being similar gates for the Community (and therefore no obligation by the Community Association to maintain them) or after a sixty (60) day notice of the termination of this Agreement by the Quail Forest Association to the Community Association at which time all rights and duties of both parties hereunder shall cease and terminate including, but not limited to, the duties of the Community Association to maintain the Gate and to provide the barcodes. Upon such termination the Gate shall be conclusively deemed to be owned by and the property of the Quail Forest Association who may continue to operate it at its own cost or remove it as it wishes.
6. NOTICE. All notices and other communications referred to and required herein must either be acknowledged in writing by the receiving party (if verbal) or be given by registered or certified mail or by a nationally recognized overnight delivery service (if written). Such notices shall be deemed given for purposes of this Agreement when acknowledged (if verbal), when postmarked (if mailed), or when actually delivered (if a delivery service is used) and written notices shall be deemed validly given for purposes of this Agreement when addressed as follows, which addresses may be subsequently changed by proper notice hereunder:

The Community Association c/o Management & Associates
720 Brooker Creek Blvd., #206
Oldsmar, Florida 34677

with a copy to:

William J. Deas, Esq.
2215 River Boulevard
Jacksonville, Florida 32204

And

Quail Forest Association Quail Forest Cluster Homes Improvement Association
Unit One, Inc.
5901 US Hwy. 19 N., Ste. 7Q
New Port Richey, Florida 34652

with a copy to:

Steven Mezer, Esq.
Bush Ross, P.A.
P.O. Box 3913
Tampa, Florida 33601

7. MISCELLANEOUS.

- (a) Effective date. This Agreement shall not become effective and binding until it has been executed by both parties hereto and shall be dated for purposes hereof as of the date of its execution by the last party so executing it.

- (b) Applicable Law. This Agreement shall be construed and enforced under the laws of the State of Florida, regardless of where it is executed or delivered.
- (c) Construction. This Agreement shall not be construed more strongly against either party hereto, regardless of who was more responsible for its preparation.
- (d) Entire Agreement. This Agreement supersedes and replaces any and all previous oral agreements between the parties pertaining to the subject matter hereof, if any; and any and all such agreements, if any, are hereby declared to be null and void and of no further force and effect.
- (e) Third Party Beneficiary. It is specifically understood and agreed that no person or other 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.
- (f) Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their legal representatives, successors and permissible assigns, as applicable.
- (g) Further Assurances. The parties hereto agree to execute any and all other and further documents as might be reasonably necessary in order to ratify, confirm, and effectuate the intent and purposes of this Agreement.
- (h) Counterparts. This Agreement 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.
- (i) Partnership. Nothing herein shall be construed as to constitute or establish any type of joint venture, partnership, or any other type of legal relationship between the parties other than the presently existing contractual relationship.
- (j) Amendment. This Agreement shall not be amended or modified except by an amendment in writing executed by both parties hereto in the same form as this Agreement.
- (k) Severability. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal, or unenforceable. If any term of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity of the other terms of this Agreement shall in no way be affected thereby.
- (l) Non-Impairment. It is specifically understood and agreed that this Agreement is not intended to, and shall not modify, affect, impair, or diminish any rights, duties, or liabilities of any party hereto, other than those as are expressly and specifically set forth herein.

- (m) Non-Recordation. This Agreement, which is intentionally prepared in non-recordable form, shall not be recorded, and any attempt to do so shall be deemed to be a nullity.
- (n) Paragraph Headings. The paragraph headings contained in this Agreement are for reference purposes only, and shall not in any way affect the meaning, content, or interpretation hereof.
- (o) Assignment. This Agreement may not be assigned by either party hereto without the consent of the other party hereto, which consent shall not be unreasonably withheld, delayed, or conditioned.
- (p) Attorney's Fees. In the event that it becomes necessary for either party hereto to engage the services of an attorney to construe or enforce this Agreement, such party shall be entitled to recover from the other, in the event such party shall be successful in the purpose for which such attorney was engaged, all costs incident to such construction or enforcement action, including any arbitration, mediation, trial, or appellate procedure, including a reasonable attorney's fee and appellate attorney's fee, if any.
- (q) Waiver Of Jury Trial. The parties hereto hereby knowingly, voluntarily, and intentionally waive any right that either of them might have to a trial by jury with respect to any litigation based hereon, or arising out of, under, or in connection with this Agreement, or any document contemplated to be executed in conjunction herewith.
- (r) Time Of Essence. Time is of the essence on this Agreement.
- (s) Exhibits. Each reference to an Exhibit in this Agreement shall mean Exhibits "A" and "B" attached to this Agreement. Such Exhibits are incorporated herein by this reference thereto.
- (t) Gender, Etc. Wherever used herein, all terms shall include masculine, feminine, neuter, singular, and/or plural, as the context admits or requires.
- (u) Specifications And Rules. Attached hereto as Exhibit "B" are the Quail Forest Gate Specifications And Rules (the "Rules") which Rules are intended to set forth various specifications and rules for the installation and operation of the Gate. It is specifically understood and agreed that the parties hereto can amend the Rules from time to time in the future as the then circumstances require or permit, with such subject to the consent of both parties which consent shall not be unreasonably withheld, delayed or conditioned.
- (v) Exclusive Gate. The Gate shall be the only gate installed on Hickory Nut by the Community Association without the consent of the Quail Forest Association.
- (w) Indemnity. The Community Association, recognizing some possible uncertainty as to the record ownership of the parcel of land (the "Gate Parcel") where the Gate was earlier located and is now to be located, as well as the resulting ongoing right to use the Gate Parcel for such purposes, hereby agrees to indemnify and hold the Quail Forest Association harmless from and against any claim,

liability, loss or damage asserted against, or suffered by the Quail Forest Association solely and exclusively as a result of or arising out of the renewed operation of the Gate on the Gate Parcel and any resulting claim by the record owner of the Gate Parcel and for no other matters.

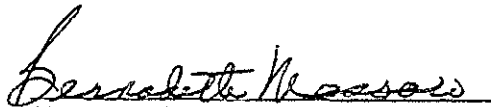
Such indemnity by the Community Association will also include all costs and reasonable attorney's fees of the Quail Forest Association incurred in connection with any such claim, liability, loss or damage raised or asserted by the record owner of the Gate Parcel.

The Quail Forest Association, as a condition of such indemnity from the Community Association, agrees to give the Community Association prompt written notice of any claim, liability, loss or damage under this Paragraph against which the Community Association has indemnified the Quail Forest Association.

The remedies of the Quail Forest Association under the Paragraph are not intended to be exclusive of any other right or remedy, of the Quail Forest Association; but such rights and remedies shall be cumulative and concurrent, and shall be in addition to any other rights or remedies now or hereafter existing.

Signed and Sealed:
in the presence of:

EAST LAKE WOODLANDS
COMMUNITY ASSOCIATION, INC., a
Florida not-for-profit corporation


Signature of Witness

BERNADETTE MASSARO
Typed or Printed Name of Witness

By:
As its



(Corporate Seal)

Signature of Witness

Typed or Printed Name of Witness

COMMUNITY ASSOCIATION

QUAIL FOREST CLUSTER HOMES
IMPROVEMENT ASSOCIATION UNIT
ONE, INC., a Florida not-for-profit
corporation

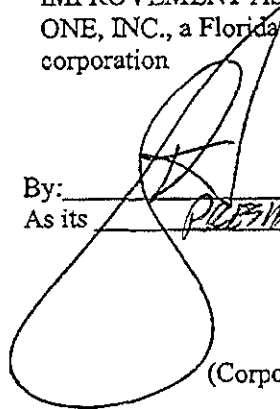
Daniel Tantalo
Signature of Witness

DANIEL TANTALO
Typed or Printed Name of Witness

Signature of Witness

Typed or Printed Name of Witness

By: _____
As its PRESIDENT,


(Corporate Seal)

QUAIL FOREST ASSOCIATION

LAW OFFICE
WILLIAM J. DEAR, P.A.
2216 RIVER BOULEVARD
JACKSONVILLE, FL 32204

AAA Equipment Supply, LLC

727-536-4283

1324 Seven Spring Blvd

Suit 155

New Port Richey Fl 34655

Estimate

Date	Estimate #
6/22/2011	345

Name / Address
Quail Forest @ ELW C/O Management & Assoc

EXHIBIT A

Project	
Description	Total
<p>Service</p> <p>Subject: Quail Forest Proposal ENTRY AND EXIT GATES.</p> <p>Supply and Install:</p> <p>Qty 2 Slide Gate Operators with drive chains.</p> <p>Qty 4 Traffic loops (Entry Lane Only - Includes Default Loop #3).</p> <p>Qty 4 Vehicle loop detectors units</p> <p>Qty 2 Infrared Safety Devices</p> <p>Qty 2 Emergency open power backup units (factory).</p> <p>Qty 1 Barcode Reader with Post (BA-440).</p> <p>Qty 1 Phone Entry System with software Model 1835.</p> <p>Qty 2 Gate Panel Repairs Entry and Exit (includes panel repairs-rollers-wheels-paint) performed by ODI and billed direct to customer (to be deducted from AAAES billing and total shown here).</p> <p>Qty 2 Bollards</p> <p>Qty 1 Fabrication for Anti Pass-Thru Requirements: performed by ODI and billed direct to customer (to be deducted from AAAES billing and total shown here).</p> <p>Qty 1 Island Extension North to an estimated distance of 4ft.</p> <p>Qty 1 Fire Knox KEY Device (currently not present).</p> <p>Valid 60 days.</p> <p>dh</p> <p>*****</p> <p>Proposal Excludes:</p> <ul style="list-style-type: none">• <input type="checkbox"/> Any upgrades that may be necessary to existing electrical (by others): Conduit; conduit location; conduit termination points; replacement or adding to existing electrical infrastructure; control wiring changes / supply voltage wiring / grounding (by others).• <input type="checkbox"/> Roadway Repair (by others).• <input type="checkbox"/> Phone Line Required (by others).• <input type="checkbox"/> Event Timers optional if desired.• <input type="checkbox"/> Software management/device data management/resident data management (by others).	32809.00
Total	\$32,809.00

11/21/11

11/21/11

Quail Forest Gate Specifications and Rules

Exhibit B

1. Upon acceptance of the agreement each Quail Forest homeowners will receive one barcode per vehicle that will allow entrance and exit to all present and future ELWCA gates at no cost to the homeowner. This will be accomplished in a timely manner either by mail or personal appearance by the homeowner at Management and Associates office.
2. Renters will be charged the current rate (\$30.00) for barcodes for ELW renters that will expire at the end of their rental agreement. The barcode will be renewable if the lease is extended at no charge.
3. Accommodations will be made for homeowners who use their property seasonally at no cost.
4. Replacement barcodes for those who purchase a new car will be provided at no cost when new vehicle registration information is presented.
5. The exit gate will not require a barcode to exit.
6. Both exit and entrance gates will be available 24 hours a day, 7 days a week.
7. Repairmen, visitors, contracted help will be admitted by the owner via telephone connection to the Quail Forest gate. Any phone number can be programmed into the system. Resident's telephone numbers will not appear on the directory.
8. Visitors and repairmen who cannot reach the desired homeowner will be able to access the North Gate Guardhouse and they will be instructed to exit the community via a u-turn. Signage with instructions will be displayed at the location.
9. If more than two vehicles are in line at the gate without devices a traffic loop will open the gate and allow all vehicles presently in the queue to enter.
10. The gates will be insured by ELWCA at no cost to Quail Forest.
11. According to Pinellas County Property Appraiser the gates (which will be in their original location), will be located on land owned by ClubCorp Golf Florida and/or ELWCA.
12. Any impact this agreement has on existing legal access easements are considered by both parties to be nominal and acceptable.
13. The gate installer will meet with a representative of the Quail Forest Board and Management and Associates before the gates are installed to insure satisfactory design and operation of gates.
14. ELWCA may utilize some parts of previous gates, tracks or equipment if reconditioned or in satisfactory condition.
15. ELWCA will pay all expenses for the gates including but not limited to maintenance, installation and electric as long as ELWCA owns the gates.
16. An additional speed wave will be erected on Woodlands Boulevard in the west bound lane in order to slow traffic and allow a safer and easier entrance for Quail Forest resident on to Woodlands Boulevard.
17. The gates will be administered by the assigned property manager for ELWCA.
18. Owners who do not have motor vehicles, or require access to the property for visitors staying with them on a temporary basis can obtain a laminated barcode at a cost of \$20.00 (limited to one per address). These will only be available to owners.

7/19/11

[Handwritten signature]
11/21/11