

AGREEMENT
Services for CEVA

This Agreement made as of January 1, 2010, between Country Club/Edgewater Village Association, Inc., hereinafter referred to as "CEVA", and the Lakewood Ranch Inter-District Authority, hereinafter referred to as the "IDA".

WITNESSETH:

WHEREAS, CEVA has all of the powers vested under the Florida Not-for-Profit Corporation Act (hereinafter referred to as the "Act"), and as set forth in its Articles of Incorporation and By-Laws; and

WHEREAS, among its duties and obligations, CEVA is responsible for the management, operation and maintenance of some properties owned, dedicated or reserved to CEVA, or owned in common by its Members (hereinafter referred to as the "Maintenance Free Neighborhoods or MFN"); and

WHEREAS, pursuant to the authority granted it by the Act, its Articles of Incorporation, its By-Laws, and the Declaration, CEVA is empowered to enter into contracts, including service contracts, and to delegate such of its powers, duties and obligations which are not expressly reserved to its Board of Directors or Members; and

WHEREAS, the IDA is an interlocal government agency, formed by Lakewood Ranch Community Development Districts 1, 2, 3, 4, 5 and 6 (the "Member Districts"), pursuant to the provisions of Chapter 190, Chapter 163, and that Town Hall Interlocal Agreement dated October 10, 2002; and

WHEREAS, the IDA's powers were expanded by the Member Districts, pursuant to that Interlocal Agreement dated September 14, 2006, and the IDA was directed to assist with the management of the Member Districts and homeowners' associations within the Member Districts; and

WHEREAS, the IDA will be fully compensated by CEVA for all of its costs associated with entering into and carrying out the IDA's duties under this Agreement and thus no public funds will be expended by the IDA in furtherance of this Agreement.

NOW, THEREFORE, in consideration of the premises, the promises and agreements hereinafter set forth, and other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, the CEVA and the IDA agree as follows:

1. EMPLOYMENT. The CEVA hereby appoints the IDA and the IDA hereby accepts appointment as agent of the financial, administrative, and clerical responsibilities required by the CEVA relating to property management, upon the terms and conditions hereinafter set forth. It is the mutual understanding of the parties to this Agreement that the Association is primarily responsible for certain MFN and the management thereof as provided in the Declaration, the Articles of Incorporation of the Association ("Articles") or in the by-laws of the Association ("By-Laws"), with which the Association and the IDA are familiar. All terms used in this Agreement which are defined in the Declaration, the Articles or the By-Laws, shall have the same meaning herein as therein.

2. DUTIES. The duties which the CEVA hereby delegates to and which the IDA assumes and agrees to perform, through staff, for the CEVA shall include performance of such undertakings as are necessary to collect annual homeowners' association fees and quarterly neighborhood assessments, make vendor payments and provide financial statements to CEVA.

The IDA will be relying on the CEVA to provide a contact person to authorize payment of other than regular budgeted expense invoices. The IDA staff shall assist in providing technical support for establishing budgets in future years. The IDA or staff shall have no authority to establish policy or perform discretionary duties under this agreement. The IDA, through staff, shall provide the services necessary to do and accomplish those services outlined in the scope of services contained in "Exhibit A" attached hereto and incorporated herein.

3. RESPONSIBILITIES. CEVA shall promptly provide the IDA with any and all such information and documents as may be necessary for the IDA staff to perform its duties. The IDA staff shall promptly provide CEVA with any and all such information and documents as may be necessary for CEVA to perform its duties.

4. SCOPE OF UNDERTAKING. It is agreed between the parties that this Agreement and the fees to be paid hereunder are for financial bookkeeping and other administrative and clerical duties required for property management services.

5. DESIGNATED REPRESENTATIVES. The IDA Community Manager may designate members of the IDA staff to carry out the IDA's duties under this Agreement. Property management services will be provided by a licensed Community Association Manager. IDA confirms that the designated community association manager for the Association, as well as the IDA, hold all required Community Association Manager Licenses or registrations as required by Florida law to be authorized to manage associations that fall under the applicable Florida community association laws. IDA staff shall present proof that IDA maintains a fidelity bond or insurance on all persons who control or disburse funds for the association, which may include but is not all inclusive of the IDA's employees. The fidelity bond or insurance will be in an amount that will cover the maximum funds that will be in the custody of the association or the IDA's employees or agents at any one time. The IDA staff shall provide the Association with certificates evidencing such bond or with duplicate copies of such bond within 30 days from the date of execution of this Agreement. Said policies shall provide that notice of default or cancellation shall be sent to the Association as well as the IDA and shall require a minimum of 30 days' written notice to IDA and Association before any cancellation of or changes to said coverage or bonding.

6. OTHER ASSOCIATIONS. The parties recognize that the IDA staff will be performing similar services for Community Development Districts, other Associations, Neighborhoods and related community corporations within Lakewood Ranch. Nothing in this Agreement shall be construed to employ the exclusive services of the IDA for CEVA.

7. DURATION. This Agreement shall be in force for an initial term of one (1) year commencing January 1, 2010, through December 31, 2010, and shall automatically renew from year to year thereafter, unless terminated in accordance with the terms of Paragraph 8 below, or canceled by the IDA or by the CEVA to be effective on any anniversary date hereof, by giving not less than sixty (60) days written notice prior to such anniversary date, or as mutually agreed upon by the parties to this Agreement.

8. TERMINATION.

A. Either party shall have the right to terminate this Agreement without cause by giving sixty (60) days written notice to the other party.

9. MANAGEMENT FEES. The management fee for the term of this Agreement shall be determined by the amount indicated on the approved budget in the line item entitled Management Fee which will be collected in twelve (12) equal monthly installments. IDA staff shall submit the management fee amount for the following year by September 15th of each year. Such amount shall be formally approved by the CEVA Board. All collected assessments or other receipts of CEVA, in excess of current expenses including the current installment of the management fee, shall be kept by the IDA staff in interest bearing accounts or certificates of deposit as directed by CEVA. The IDA staff shall pay out of the management fee all of the following costs and receive the following fees:

- (1) Meeting notices;
- (2) Photocopies
 - a. All copies (governance & financial) that can be designated to CEVA will be coded accordingly.
 - b. The IDA staff will include (7) copies per month, per property in a neighborhood in the management fee. There will be 6 cents per copy charge for copies in excess of this amount. Unused copies will not accumulate.
- (3) Postage
 - a. The IDA staff shall send large mailings (100 pieces or more) to a mailing company. CEVA will be responsible for the actual cost of each mailing.
 - b. The IDA staff will charge CEVA for all required Certified Mail costs. These charges will be billed to the Association.
- (4) Long Distance telephone, facsimile or other communication;
- (5) Materials and Supplies;

In addition to the management fee, the Association will be billed: For special mailings for individual MFNs, the IDA shall charge the CEVA a fee of \$2.00 for each piece mailed. If the mailing is more than two pages there will be an extra charge for copies (6 cents each) and the actual postage cost will be billed. There will not be any additional charge for neighborhood election meeting notices.

NOTE: There are no additional charges for letters or communications normally required as part of the on-going performance of financial bookkeeping and other administrative and clerical duties. There shall be additional charges for other activity required of the IDA staff, based on the cost of providing such services, as may be agreed upon by the parties.

10. INDEMNIFICATION. Subject to the limitations of Sec. 768.28 of the Florida Statutes, CEVA agrees to indemnify and hold the IDA harmless of and from all loss, cost, damage, injury or expense, including attorneys' fees and costs, suffered or incurred by the IDA in defending against any claim arising from this Agreement, unless such claim results from negligent acts or misconduct by the IDA.

11. WAIVER. Any waiver by any party of any provision of this Agreement or of any breach thereof shall not operate or be construed as a waiver of any other provision or subsequent breach thereof.

12. INVALIDITY. If any provision of this Agreement or the application thereof to any person or circumstances is declared or held to be inapplicable, illegal or unenforceable in any respect, the remainder of this Agreement and the application of such provision to the other persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

13. NOTICES. Any notice required or permitted between the parties to this Agreement shall be in writing and shall be delivered by United States Certified Mail - Return Receipt Requested, or by special messenger service (such as Federal Express), or by hand, to the parties at the following addresses or to such substitute person or address as may be given in like manner.

A. IDA: Lakewood Ranch Inter-District Authority
 8175 Lakewood Ranch Blvd.
 Lakewood Ranch, FL 34202
 Attention: Chair

B. CEVA: Country Club/Edgewater Village Association, Inc.
 8175 Lakewood Ranch Blvd.
 Lakewood Ranch, FL 34202
 Attention: President

Any written notice given pursuant to the terms of this Agreement shall be deemed given and received, if by mail five (5) days following the date deposited in the U.S. Mail, or if by hand or special messenger service upon delivery.

14. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto.

15. ENTIRE AGREEMENT. This Agreement and exhibit A constitutes the full and complete understanding between the IDA and CEVA and supersedes any and all agreements, contracts, promises or representations, whether oral or written expressions of understanding, unless expressly set forth in this Agreement. This Agreement and exhibit A may not be amended or modified in any manner except by a written instrument executed by both CEVA and the IDA with the same formalities in which this Agreement has been executed.

16. GENDER AND NUMBER. As used in this Agreement, the use of any gender shall be deemed to include and refer to any other gender as the context or circumstances may require, and the use of any number shall mean and refer to the singular or plural as the context or circumstances may require.

17. CAPTIONS. The captions of the various paragraphs of this Agreement are inserted for the purpose of convenient reference only and shall not affect the construction or interpretation to be given any of the provisions

hereof or be deemed in any manner to define, limit, modify or prescribe the scope or intention of this Agreement or any provision hereof.

18. PUBLIC RECORDS. To the extent the IDA is a public agency, the parties understand and agree that the IDA shall comply with the Florida public records laws whenever those requirements are applicable.

IN WITNESS WHEREOF, the CEVA and the IDA have caused this Agreement to be executed by their respective officers duly authorized and empowered signing below as of the day and year first above written.

IDA:

CEVA:

LAKWOOD RANCH INTER-DISTRICT
AUTHORITY

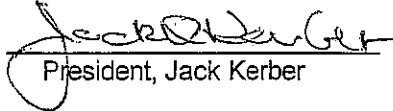
COUNTRY CLUB/EDGEWATER
VILLAGE ASSOCIATION, INC

By:



Chair, Thomas C. Green

By:



President, Jack Kerber

EXHIBIT "A"

I. ADMINISTRATIVE/CLERICAL RESPONSIBILITIES

IDA shall:

A. Major Contract Procurement Procedure. Cause major contractual services to be submitted in bid form, in order to obtain services for the Association at the most reasonable cost to the Association. Bids will be reviewed by the IDA staff and made available with recommendations to the Board of Directors for its review prior to selection. This process is intended to insure that the Association will receive major contractual services at the most competitive rate. The IDA staff will define exact costs, by individual service, for future planning and budget comparison. It shall be IDA's responsibility to require all individuals or companies performing services for the Association, with no exceptions, to provide proof of adequate and current worker's compensation insurance coverage on all employees that will be performing services for the Association prior to entering into any such contract. IDA shall maintain a worker's compensation insurance policy covering IDA's employees, whether they are direct employees of the IDA or retained through an employee leasing company. Said policies shall provide that notice of default or cancellation shall be sent to the Association as well as the IDA and shall require a minimum of 30 days' written notice to IDA and Association before any cancellation of or changes to said policies.

B. Regulations. Provide inspection staff to assist the Association in the enforcement of the Declaration, and such Rules, Regulations and use restrictions that may from time to time be adopted by the Board of Directors including, but not limited to, the activities described below. The IDA staff will enforce the rules and regulations through routine property inspections and homeowner reports. Notification will be made to homeowner and property will be monitored until resolution. Monthly status reports of violations and unpaid fines will be generated for the Board of Directors. A list of outstanding fines will be maintained and estoppels will exist on the property for the fine amount.

At the direction of the CEVA Board the IDA staff will schedule and facilitate all necessary hearings, but all decisions regarding enforcement are that of the Association.

C. Attendance at Board Meetings. The IDA staff shall prepare agendas and have a representative attend regularly scheduled meetings of the Board of Directors held not more frequently than monthly. The IDA representative will take the minutes of the meeting and the IDA staff will type the minutes for distribution to the Board.

D. Additional Governance Meetings. The IDA shall have a representative attend regularly scheduled meetings of the Restrictions, Modifications, Compliance, and Finance Committees. The respective committees will appoint a committee member to take minutes of the meetings.

E. Annual Meeting. Coordinate the annual meeting through staff, including the mailing of notices in accordance with the documents of the Association, preparation of proxies and any other administrative functions required with regards to the annual meeting.

F. Resident Roster. Maintain a current roster, to the extent feasible, of all residents and owners within the Association and other relevant information along with any records that, by law, must be available for inspection by any homeowner.

G. Modifications. The IDA staff will assist with the activities of the Modifications Committee in conformance with the Association documents; including acceptance of applications, processing these applications for the committee, maintaining accurate records and monitoring of compliance with the architectural control standards of the Association.

H. Services Report. A services report on the status of the Association will be prepared by the IDA staff and submitted to the Board of Directors prior to the Board of Directors' meeting.

I. Emergency Service. Provide after hours emergency answering service for all residents of the Association with regard to Association matters.

J. General Correspondence. Assist in the preparation of general correspondence regarding the Association.

K. Insurance.

1. Prepare bids for Association insurance and send bids to various insurance companies or agents. Any insurance claims will be coordinated by the IDA staff with the approval of the Board of Directors.
2. A fidelity bond or insurance shall be maintained on all persons who control or disburse funds for CEVA.

L. Coordination with other Professionals. With approval of the Board, or any member thereof, consult, as necessary, with such accountant and legal counsel as the Association selects, and aid in preparation of any and all forms, reports and returns required by law to be filed by the Association with any governmental authority; provided, however, this provision shall not require that any audit, review or compilation of the financial statements be performed; also, assist in preparing amendments to Association documents.

M. Compliance with Laws. Upon authorization of the Association, take such action as may be necessary to comply promptly with any and all orders or requirements of any federal, state, county, city, district or other authority, having jurisdiction over the MFN; provided, however, except in the event of emergencies, the IDA staff shall not take any action without consulting the President, Vice President or Treasurer of the Association (in that order) or if no such officer is available to the IDA staff, after consulting with the Association's attorneys if time so permits.

II. FINANCIAL RESPONSIBILITIES

IDA shall:

A. Collection of Assessments. Bill, or cause to be billed, the Members for common or special charges and assessments, and use its best efforts to assist in the collection of all assessments and other charges which may be due from Association Members. Send out delinquency notices in a timely manner in accordance with the CEVA guidelines and Florida Statutes. The IDA is hereby given the right to receipt for any and all assessments and charges, and in the event that the payment of any assessments or charges due the Association may be in default, to arrange for such legal action as may be authorized by the Board of Directors of the Association to enforce any and all rights which the Association may have against the member, who is delinquent in payment of such assessments or charges, at the sole cost and expense of the Association. For MFN, the IDA shall charge the Association an additional quarterly fee mutually agreed upon by the IDA and CEVA to cover the cost of financial management and reporting.

B. Books of Accounts. Keep and maintain books of account and financial records for the Association separate from the books and records of any other Association by which the IDA may be employed, and make such separate books and records available for examination by officers, directors and members of the Association during reasonable business hours upon reasonable advance notice; and prepare and render monthly financial statements to the Board of Directors. Nothing herein contained shall be construed to permit or require opening the IDA's own books of account and financial records to inspection by officers, directors or Members of the Association, or by any other person, except as may be required by the Florida public records laws.

1. Reserve Accounts. Reserve funds for each MFN and any interest accruing thereon shall be deposited in FDIC insured accounts for each MFN.
2. Escrow Accounts. A refundable deposit is to be held in escrow prior to any home within the community being leased, with the exception of condominium properties. At the end of a lease on any rental property, the remaining balance in the escrow account less an administrative charge, not to exceed \$50, shall be returned to the owner within sixty (60) days after the last tenant vacates the unit. The IDA staff will manage this account and report monthly and annually on its status to CEVA.

C. Disbursement of Funds. Prepare disbursement of Association funds for the Association's expenses and pay salaries and other compensation due and payable to employees (if any) of the Association. All bank accounts, including checking accounts, money market accounts, and CDARs maintained by the IDA for the Association shall be maintained in a bank whose deposits are insured by an agency of the federal government and shall be placed in accounts styled to indicate the custodial nature thereof. Participating banks are to be recommended by the IDA staff and approved by the CEVA Board of Directors. All bank accounts are to be regularly monitored and adjusted as necessary to ensure that required liquidity is maintained. Surplus funds may

be placed in interest bearing accounts or invested as the Association may direct. Reserve funds will be deposited in appropriate accounts during each assessment collection period. The IDA staff will receive, maintain, and pay invoices monthly in accordance with pre-established contracts, or after appropriate approvals in the case of ad hoc billings, and in accordance with CEVA policy. The IDA representative and a CEVA Board member will sign all operating expense checks within the limits of the budget and all reserve fund withdrawals.

D. Verification. Review and verify all bills received for services, work, supplies, equipment, tools, appliances, materials and similar items ordered in connection with maintaining and operating the MFN, and pay or cause to be paid all such bills promptly when the same become due after approval thereof by a member of the Board of Directors or its Treasurer. The IDA may, however, take its monthly fee as provided herein without such prior approval.

E. Financial Reports. Prepare monthly financial reports for the Association and for the Maintenance Free Neighborhoods. The reports for the Association and the Maintenance Free Neighborhoods shall be prepared on the accrual basis and delivered to the Board of Directors as agreed to by the IDA and the Board of Directors. These statements will include a balance sheet, statement of operations including budget vs. actual income and expenses on a monthly and year-to-date basis, and accounts payable listing, and accounts receivable aging, and a check register, a statement of cash flows, and a summary statement. All accounting and controls will conform to the standard industry guidelines and to generally accepted accounting principles and also will be in accord with current requirements of Florida Statutes, where applicable. Annual external audits for the Association shall be conducted in accordance with Section 720.303 (7) of the Florida Statutes.

F. Preparation of Budget. Assist in the preparation and submission to each officer and director of the Association an annual budget not less than ninety (90) days before the beginning of the fiscal year of the Association, setting forth an itemized statement of anticipated income and expenses for the forthcoming year, based upon the previous years experience and taking into consideration the general condition of the MFN and objectives of the Association for the forthcoming year. If required by the By-Laws or by resolution of the Board of Directors, the IDA will cause a copy of the proposed budget to be mailed or delivered to each Member.

III. LIMITED MAINTENANCE FOR MAINTENANCE FREE NEIGHBORHOODS (MFN)

IDA shall:

A. Maintenance. If contracted for MFN property management, the IDA staff will perform the necessary functions in order to hire, pay and supervise, all entities necessary to properly maintain and operate the MFN in such condition as may be deemed advisable by the Association. Such contract will be effected through amendment of this Agreement. Such entities may be paid by the IDA and be employees of the IDA, or may be independent contractors, hired by the IDA, as the IDA shall direct. The number of employees and the number of work hours devoted by such employees shall be sufficient for the maintenance work required. This presumes that the MFN will continue to perform the functions, as described above, through a designated (volunteer) representative. In the event the Association subsequently requests additional work hours be spent on maintenance and operation of the MFN or services to the Association, extra compensation to be paid for such additional employees or work hours shall be mutually agreed upon by the Association and the IDA or the Association and the independent contractor.

IV. RESIDENT SERVICES

IDA shall:

A. Assist in the preparation and maintenance of a complete homeowners' manual, by-laws document, covenants document, and their amendments.