

**SETTLEMENT AGREEMENT  
CAMELOT LAKES VILLAGE MANUFACTURED HOUSING COMMUNITY**

**THIS AGREEMENT** is made and entered into as of the 1<sup>st</sup> day of January, 2020, between Camelot Lakes Venture I, LLC ("Community Owner"), and Camelot Lakes Village Homeowners Association, Inc. ("Association").

**RECITALS:**

Community Owner owns and operates Camelot Lakes Village Manufactured Housing Community located in Sarasota, Florida (the "Community"), and Association is the duly authorized homeowners' association qualified under Section 723.075-723.079, Florida Statutes, to represent all individual homeowners residing in the Community (each a "Homeowner" and collectively the ("Homeowners").

On or about September 27, 2019, Community Owner served upon all the homeowners of the Community, a 90-day Notice of Lot Rental Amount Increase to be effective January 1, 2020 ("Rent Increase Notice"). In addition, the said Notice indicated that the method and timing of payments to the Community Owner for real property taxes and increases in such taxes were to be modified. The Lot Rental Amount Increase and real property tax changes set forth in the Rent Increase Notice applied to all homeowners in the Community.

The Rent Increase Notice is attached hereto as composite Exhibit "A" and is sometimes hereinafter referred to as the "Notice".

The Association, on behalf of all homeowners in the Community, objected to the Lot Rental Amount Increase and tax payment changes set forth in the Notice and appointed a committee pursuant to Section 723.037(4), Florida Statutes, to meet and negotiate with Community Owner concerning the Notice and other matters of common interest to the Association (the "Negotiating Committee").

On October 22nd, 2019, the statutory meeting was held in accordance with Section 723.038, Florida Statutes, between Community Owner and the Negotiating Committee. Following the Community Owner's statutory meeting with the Negotiating Committee and several follow up meetings (by agreement, all such meetings were held without the participation of a mediator) the parties reached an agreement to resolve all their disagreements and differences, and are now reducing their agreement to writing as set forth below ("Agreement");

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are accurate and material and are incorporated into this Agreement.
2. **Term.** This Agreement shall be effective from January 1, 2020 until December 31, 2022 (the "Term").
3. **Base Rent Increases.** Each homeowner's monthly base rent will be increased during the Term as follows:
  - A. For the annual lease term beginning January 1, 2020 and ending December 31, 2020,

base rent shall be increased by \$22.00 per lot per month over the previous year's base rent.

B. For the annual lease term beginning January 1, 2021 and ending December 31, 2021, base rent shall be increased by \$25.00 per lot per month over the previous year's base rent.

C. For the annual lease term beginning January 1, 2022 and ending December 31, 2022, base rent shall be increased by \$28.00 per lot per month over the previous year's base rent.

D. Except as modified by this Agreement, the lot rental amount set forth in the Rent Increase Notice and the lot rental amount for previous years is hereby approved and confirmed and shall remain as stated in the Rent Increase Notice and as stated in the lot rental amount increase notices for prior years.

E. Exception – those Homeowners who acquired a home in 2019 and agreed to have their base lot rent increased to a level set by Community Owner.

F. The monthly base rent increases, as stated above, represent a compromise between the Community Owner and Association pursuant to settlement negotiations and are in compliance with Florida Statutes.

G. Charges for water and sewer services are included in base rent as set forth in the Notice. "Pass On" charges for ad valorem and non-ad valorem taxes are a separate charge from base rent and are set forth in paragraph 5 below.

4. **Other Charges.** The limitations on base rent increases specified in paragraph 3 above shall not affect any fees, charges or assessments other than base rent. Community Owner reserves the right to charge, increase or decrease any other fees, charges and/or assessments (collectively "Fees") available under the Community's Prospectuses and any other Fees permitted by law. Such Fees may include, but shall not be limited to, special use fees, government and utility charges, pass through charges and pass on charges.

#### 5. **Real Estate Taxes**

A. During 2019, ad valorem taxes and non-ad valorem assessments were included in the Homeowners' total rent. These pass on charges were based on the TRIM Notice issued by the Sarasota County Assessor in 2018. Subsequent to a reassessment of Camelot Lakes in 2019, the ad valorem taxes and non-ad valorem assessments reflected in the 2019 TRIM Notice, increased by a total of \$429,845.89. In 2019, the Owner agreed to a one-time reduction of \$250,000. The adjusted tax increase after the one-time reduction is \$179,845.89 and is passed on to the Homeowners. The increase is split pro rata based on the number of sites at the property and charged to each Homeowner. In 2019, each Homeowner shall pay one five hundred and thirty-fourth share of the adjusted tax increase, as there are 534 sites. There are three options for payment, either; (a) in a lump sum paid by January 1, 2020, (b) in 12 consecutive monthly installments commencing January 1, 2020 or, (c) in 18 consecutive monthly installments commencing January 1, 2020. The reassessment amount is currently being challenged by the Community Owner in cooperation with the Association and any reduction in the amount of tax/assessment in excess of \$250,000 (one-time Owner reduction noted above) shall be passed through to the Homeowners.

B. During the 2020 through 2022 rental terms, ad valorem taxes and non-ad valorem assessments shall be passed on as follows:



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B. During the 2020 through 2022 rental terms, ad valorem taxes and non-ad valorem assessments shall be passed on as follows:

(1) 2020. Commencing on January 1, 2020, each Homeowner shall pay monthly installments towards their share of ad valorem tax and non-ad valorem assessments for the 2020 tax year. The payment amount is based on the actual ad valorem tax and non-ad valorem assessments paid by the owner in November 2019 and split pro rata by number of sites (the same as paragraph 5A above). Once the TRIM notices are issued for the 2020 tax year, any increase calculated over the 2019 tax year will be calculated and communicated to the Homeowners. For the 2020 tax year only, the Owner agrees to pay up to \$25,000 of the total increase. Any remaining balance will be passed on to the Homeowners. Payment options for the Homeowners will remain the same as options (a) or (b) in paragraph 5A above with the lump sum due, or 12 monthly payments commencing January 1, 2021.

(2.) 2021 and 2022. The procedures to be followed with respect to tax pass ons, during the final two years of this Agreement, shall be similar as those set forth in B (1) above, except that the monthly payments during 2021 shall be based upon taxes/assessments paid by Owner in 2020 and the monthly payments during 2022 shall be based upon the taxes/assessments paid by Owner in 2021. If there are any adjustments to the taxes/assessments in any tax year they will be passed on to the Homeowners. The Owner will not pay \$25,000 of any tax/assessment increase in the 2021 or 2022 tax year

C. Any reduction in the ad valorem property taxes and non-ad valorem assessments imposed on the Community by Sarasota County shall be consistently passed on to the homeowners so that they (as required by section 723.031(5)) shall not reimburse/pay Community Owner more than Community Owner has expended for the same during the term of this Agreement.

6. **Improvements.** Association and Community Owner agree that by no later than December 31, 2022 the Community Owner will provide the following improvements or maintenance to the Community:

- A. Design, plan and submit permit applications for the remodeling of the Auditorium Building;
- B. Hire an expert irrigation company to evaluate and repair the existing irrigation system to bring it up to optimal performance throughout the Community;
- C. Finish the Mail Box replacement project;
- D. Continue Sod Replacement project - 25 lots;
- E. Paving - continue re-paving community roads and parking lots;
- F. Upgrade bocce ball courts;
- G. Add an outdoor kitchen to the auditorium pool area;
- H. Add three new flag poles to the front of the auditorium to accommodate the U.S. flag; Canadian flag; and the State of Florida flag.

7. **Other.**

A. Community Owner shall contribute \$2,500 per year toward the cost of Community activities sponsored by the Homeowner's Association, Camelot Community Club or The Activities Committee, each of which through the Association hereby agree to spend the entire amount on Community activities in the year that the contribution is made.

B. Cable TV - see attached statement regarding cable TV contract.



C. Access gate coverage to remain the same, 10 hours/day, 70 hours per week.

8. **Entire Agreement; Enforcement; Binding Effect.** This Agreement represents the entire Agreement of the parties as to the matters addressed herein and, supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, which are merged herein. This Agreement was reached in accordance with sections 723.037 and 723.038, Florida Statutes. It is the intent of the parties that this Agreement may be enforced in circuit court by any party pursuant to section 723.038(6), Florida Statutes, and Rule 61B-32.004(3), Florida Administrative Code. This Agreement shall be binding upon the parties and their respective heirs, personal representatives, successors, successors-in-interest and assigns.

9. **Authority.**

A. **Community Owner's Representations.** Community Owner represents that it has the authority to enter into this Agreement.

**Association's Representations.** The Association represents that it is a duly incorporated Homeowners' Association created and maintained in accordance with Sections 723.075 through 723.079, Florida Statutes, and that the Association enters into this Agreement in its corporate capacity and on behalf of the individual Homeowners of the Community. The Association represents that it has obtained the necessary approvals from the individual Homeowners to enter into this Agreement and that the Negotiating Committee was duly created and authorized by Association pursuant to Section 723.037(4), Florida Statutes, to negotiate with Community Owner on Association's behalf as to the subject matter of this Agreement; and the Negotiating Committee has full authority to execute this Agreement for and on behalf of the Association and to bind the Association to its terms.

B. The persons signing this Agreement warrant that they have full and complete authority to bind the party they represent to this Agreement.

10. **Effective Date.** This Agreement shall be effective as of the date this Agreement is signed by the last of the parties to sign this Agreement ("Effective Date").

11. **Modifications.** The terms contained herein may not be altered or amended except in writing and signed by all parties.

12. **No Admissions.** This Agreement represents a good faith settlement of disputed claims. Neither party admits liability to the other, and all parties expressly deny any liability or responsibility to the other. This Agreement was reached in an effort to avoid further expenses related to a dispute, and to enhance the relationship between the parties.

13. **Notice of Violation.** In the event that either party contends that the other is in material violation of this Agreement, or Chapter 723, Florida Statutes, or the prospectuses or rental agreement governing each Homeowner's tenancy, the party asserting the violation shall give written notice to the other party of the nature of the violation and the acts or actions necessary to cure the violation. The party alleged to be in breach or violation shall have a period of thirty (30) days in which to cure the breach or violation. The notice and opportunity to cure provisions of this Agreement shall be a condition precedent to any legal, equitable, or administrative action. Failure to satisfactorily complete the alleged non-compliance will require the complaining party to provide a notice of the alleged non-compliance by certified mail to Debbie Weber, Director of Risk Management, Cove Communities, Inc. 4350 East Camelback Road, Suite A100, Phoenix, Arizona, 85018 or successor and the President of Camelot Lakes Village Homeowners Association, Inc., P.O. Box 22286, Sarasota, FL, 34276, and 5462 Whitehaven Lane, Sarasota, FL, 34233, outlining the reasons why the other party did not materially correct the violation.



14. **Mutual General Release.** The Association, on its behalf and on behalf of all individual homeowners of the Community, the Negotiating Committee, and Community Owner hereby mutually release and forever discharge the other, their respective agents, affiliates, shareholders, partners, general partners, directors, members, managers, employees, successors and assigns from all claims, actions, causes of action, damages, charges, or expenses relating to the Notice, prior rent increase notices, rent increases or the resulting lot rental amount and any other matters arising out of or related to the Community, the prospectus(es), rental agreements, prior agreements between the parties, violations of Chapter 723, Florida Statutes, the Community Ownership, operation, maintenance or management of the Community and any and all claims, damages, actions, causes of action, charges or expenses, which were raised or which could have been raised by Association, Negotiating Committee or by Community Owner from the beginning of time through the date this Agreement is fully executed by the parties regardless of the Effective Date. This mutual release is general and continuing and shall survive the expiration or termination of this Agreement.

15. **Prospectus, Rental Agreements, Community Owner's Right of First Refusal to Purchase Homes, Community Rules.** That except as modified by this Agreement, the homeowners' rights and responsibilities shall be governed by the applicable Community prospectus(es), rental agreements, Community Owner's Right of First Refusal to Purchase Homes, and the Community rules.

16. **End of Term.** Upon the expiration of the Term, the lot rental amount increases will be governed by the applicable prospectus(es) and Florida law.

17. **Ratification of Prior Acts or Omissions.** Association agrees that this Agreement is intended to be a complete resolution of all claims brought or that could have been brought against Community Owner in any way related to any acts or omissions of Community Owner, its affiliates, members, managers, agents, representatives or contractors prior to the Effective Date. Therefore, all acts or omissions of Community Owner and its affiliates, members, managers, agents, representatives or contractors acting on behalf of Community Owner prior to the Effective Date are hereby ratified and approved.

18. **Attorneys' Fees.** Each party shall bear its own attorneys' fees and costs incurred in the negotiation and preparation of this Agreement.

19. **Enforcement.** The parties agree that this Agreement shall be fully enforceable pursuant to Section 723.038(6), Florida Statutes, as an enforceable settlement agreement in lieu of mediation, notwithstanding the fact that the parties have negotiated and entered into this Agreement directly pursuant to Rule 61B-32.004(3), Florida Administrative Code, in lieu of a formal mediation proceeding.

20. **Construction.** Articles, paragraphs, section headings, captions or abbreviations are used for convenience only and shall not be resorted to for interpretation of this Agreement. The parties agree that this Agreement shall not be more strictly construed against any one party in that all parties have substantially contributed to the negotiation and preparation of this Agreement.

21. **Counterparts; Facsimile or PDF Signatures.** This Agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Facsimile or scanned signatures, emailed in PDF format and affixed to this Agreement shall be deemed original signatures for all purposes.

22. **Right to Legal Counsel.** Association acknowledges its right to legal counsel in connection with



the Notice and with this Agreement and prior to signing this Agreement, Association has either reviewed this Agreement with legal counsel of its choosing or has elected to enter into this Agreement without the benefit of legal counsel.

23. **Governing Law.** The provisions of this Agreement shall be governed by and construed in accordance with Florida law without regard to Florida conflicts of laws principles.

**Statutory Right of First Refusal.** Association's statutory right of first refusal is set forth in Chapter 723, Florida Statutes, as it pertains to the Community.

**CAMELOT LAKES VENTURE I, LLC,  
a Florida Limited Liability Company**

By: Colleen S. Edwards  
Print name: Colleen S. Edwards  
Title: Authorized Signator  
Date: 1/16/2020

**CAMELOT LAKES VILLAGE  
HOMEOWNERS ASSOCIATION, INC**

By: Rebbie Jeantet  
Print name: Rebbie Jeantet  
Title: President  
Date: 1/22/2020  
ATTEST:

By: Elizabeth Kusel  
Print name: Elizabeth Kusel  
Title: Secretary  
Date: 1/22/2020  
ATTEST:

**Negotiating Committee Members**

By: Bernard Clark  
Print name: B Clark  
Date: 1-22-2020

By: Janet Bognar  
Print name: Janet Bognar  
Date: 1/22/2020

By: James H. ERCEG  
Print name: James H. ERCEG  
Date: 1/22/2020

By: Rebbie Jeantet  
Print name: Rebbie Jeantet  
Date: 1/22/2020

By: Denise Jones  
Print name: Denise Jones  
Date: 1/22/2020

By: Donald L. Wise  
Print name: Donald Wise  
Date: 1/22/2020

By: Pamela Bentz  
Print name: Pamela Bentz  
Date: 1/22/2020

**EXHIBIT "A"**

90-Day Notice of Lot Rental Amount Increase  
(following page)



# CAMELOT LAKES

5700 Camelot Lakes Parkway  
Sarasota, Florida 34233  
(941) 922-2020

## 90-DAY NOTICE OF LOT RENTAL AMOUNT INCREASE

TO: Homeowners of Camelot Lakes Mobile Home Park  
Board of Directors of Sara-Cam Associates II, Inc or its Homeowner's Association

FROM: Cove Communities

DATE: September \_\_, 2019

RE: Notice of Increase in Lot Rental Amount for Camelot Lakes Mobile Home Park  
Notice of Non-Ad Valorem Tax Charge for Camelot Lakes Mobile Home Park  
Notice of Ad Valorem Tax Charge for Camelot Lakes Mobile Home Park

### LOT RENTAL AMOUNT – FY 2020

Pursuant to Section 723.037, Florida Statutes, and Rule 61B-32.002, Florida Administrative Code (FAC), this serves as a 90-day notice of a lot rental amount increase for Camelot Lakes Mobile Home Park, being delivered pursuant to a Settlement Agreement with your Homeowner's Association. **The lot rental increase will be effective January 1, 2020.** On that date, the lot rental amount will increase as follows:

Lot(s) Included: 90, 127, 528

Lot Type: ____	2019 Monthly Rent Charges	Amount of Increase /(Decrease)	2020 Monthly Rent Charges
Base Rent	\$857.49	\$36.00	\$893.49
Ad Valorem Taxes	65.36	72.52	137.88
Non-Ad Valorem	11.23	0.54	11.77
<b>TOTAL</b>	<b>\$934.08</b>	<b>\$109.06</b>	<b>\$1,043.14</b>

### REMAINING TAX PASSTHROUGH AMOUNT – FY 2019

Pursuant to Section \_\_\_ of your prospectus, you are responsible for a pro rata share of the increase in the Ad Valorem and Non-Ad Valorem property tax assessment imposed on the Community by Sarasota County. Pursuant to section 723.031(5)(c), Florida Statutes, Ad Valorem and Non-Ad Valorem property taxes may be passed on during the term of the lot rental agreement. As such, you are obligated to pay a pro rata share of the increase in property taxes assessed against the Community for calendar year 2019.

Your pro rata share of the property taxes is as follows:

	<u>2019 Actual Taxes</u>
Sarasota County Ad Valorem Property Tax	\$ 883,552.17
Sarasota County Non-Ad Valorem Property Tax	75,401.41
Total Passthrough:	<u>958,953.58</u>

Previously billed Passthrough	(490,749.55)
Remaining Passthrough to Bill:	\$ 468,204.03
Amount Per Lot Based on 534 Lots	\$ 876.79

The 2019 remaining tax passthrough of \$876.79 is due and payable on or before December 31, 2019. If the homeowner pays in full by December 31st, 2019, a 4% discount will be applied, resulting in a discounted passthrough of \$841.72. If the homeowner elects not to pay by December 31, 2019, then the \$876.79 will be spread over 2020 in twelve (12) equal installments as follows:

01/01/20	\$73.07	05/01/20	\$73.07	09/01/20	\$73.07
02/01/20	\$73.07	06/01/20	\$73.07	10/01/20	\$73.07
03/01/20	\$73.07	07/01/20	\$73.07	11/01/20	\$73.07
04/01/20	\$73.07	08/01/20	\$73.07	12/01/20	\$73.07

All Homeowners of Camelot Lakes Mobile Home Park are receiving a notice of lot rental amount increases. The amount of the increase and the resulting lot rental amount may differ depending upon the homeowner's rental agreement.

In addition, you will also be responsible, if applicable, for the following schedule of other charges:

Other Charges	2019	Increase/Decrease	2020
Vehicle Storage	\$35.00	0.00	\$35.00
Additional Occupant Charge	\$20.00	0.00	\$20.00
Late Charge after the 10 <sup>th</sup> of the month	\$25.00	0.00	\$25.00
Returned Check Charge	\$25.00	0.00	\$25.00

If you wish to determine the names and addresses of the individuals who will be receiving notices of lot rental increases in addition to you, the park office will make the names and addresses available upon request.

The Board of Directors of the Homeowners' Association have also been sent a separate copy of this notice.

If a homeowners' committee is appointed to represent the affected homeowners or the homeowners' association and the committee wishes to discuss the above changes, the committee and community management shall meet, at a mutually convenient time and place, no later than sixty (60) days before the effective date of the change, which occurs on January 1, 2020.

Community manager requests that any request for a statutory meeting be provided at least fifteen (15) days prior to any proposed meeting date.

You may direct any questions to Susan Fatzie, Community Manager, at 941-922-2020.

[End of Exhibit "A"]



## **EXHIBIT "B"**

(Camelot Lakes Settlement Agreement)

### **POLICIES AND PROCEDURES FOR OPERATIONAL AREAS SPECIFIC TO CAMELOT LAKES**

#### **ACCESS MANAGEMENT**

**Purpose:** To control community access and provide convenience and assistance to residents and guests of Camelot Lakes.

**Staffing:** Access control personnel will be properly trained, wear community shirts, and have a written job description to which they will adhere. Camelot Lakes may or may not employ community residents as access control personnel.

**Hours:** Staffing will be 10 hours per day / 70 hours per week or more if additional hours are needed and will include manning of the gate during high traffic hours, courtesy patrols of the community, and periodic checks of the pools, and pool areas. In the event the Association requests additional hours of service, Association agrees that the costs incurred by Community Owner for the increased service hours will be considered as a "pass on" charge under Section 723.031(5)(c), Florida Statutes, and added to the following year's lot rental amount increase.

**Tentative schedule:** (may be adjusted)

The Access Management will work a total of 10 hours per day. Hours:

Monday-Friday

9:00 am to 1:00 pm (Shift 1 - Staff Gate)

5:00 pm to 11:00 pm (Shift 2 - Staff Gate and Lockup Buildings)

Saturday-Sunday & Holidays

7:00 am to 12:00 am (Open pools, and Unlock Buildings and Staff Gate 6:00 pm to 11:00 pm (Staff Gate and Lockup Buildings)

One time per shift, leave the gate, and patrol the pool areas. There is no set time for their patrol or break because needs are different every-day.

They are entitled to one 15 minute break per shift.

**Access Courtesy Control Personnel general duties:**

-when manning gates, log in non-residents and non-resident vehicles with name, destination, and license plate number (logs submitted daily and kept on file); direct visitors, vendors, contractors, etc., to their destinations

-when on courtesy patrol, provide management visibility for residents and guests; fill out appropriate reports for community manager, patrol pool areas to monitor visitor/guest compliance; unlock and lock facilities as appropriate; provide weekly drive-by checks of empty homes based on in-out list

-respond accordingly to resident calls for information or assistance; contact appropriate authorities in case of emergency or unlawful activity; contact community manager or maintenance when appropriate; keep logs and reports of incidents/activities

-personnel will perform a weekly check of all common area lighting and report back to community manager any deficiencies.

Entry gates: Management will make commercially reasonable efforts to keep gates operational. In the event of mechanical failure, management will make all reasonable efforts to have gates repaired in a timely manner. If gates are not operational for any reason for 12 hours or more, entry will be continually staffed until repairs are made, Iron entry gates will be closed from 10pm until next morning's shift.

General:

-Access Control Personnel will be reachable by cell phone or walkie-talkie.

-The Community shall provide unrestricted access to all emergency management services.

#### LAWN MAINTENANCE

Mowing: Mowing, trimming, edging, and blowing for all lawns and common areas will be provided by the community 36 times per year. Management reserves the right to increase or decrease the frequency of cuts according to conditions.

Sodding, fertilization, and weed control, pest control: The Community will sod a minimum of 25 resident lots each year that are in the worst condition after agreement between Community Manager and a resident committee. Street lots will receive sod in front only; corner lots will receive sod in front and on road side. Fertilizer will be applied as recommended by a licensed applicator, on all lots being treated, and common areas along with fire ant prevention pesticides and herbicides on a programmed basis two to four times a year, depending on product requirements and regulatory limitations. Watering of new sod only will be the responsibility of Community for the first 30 days and other watering of sod, trees and other plant material on the lots, is the responsibility of each resident. Residents are also responsible for maintenance of flowers, shrubs, trees (unless otherwise specified below), and any other landscaping on their lots.

Irrigation: The Community will provide for the delivery of water through the irrigation system one time (30 minutes) per week or the maximum amount allowed by regulation or restriction unless a problem exists, and the irrigation chart posted outside the community office will be adhered to unless a problem exists. Management reserves the right to lessen the delivery of irrigation during times of heavy rain or to adhere to Sarasota County, SWFWMD, or any other governmental restrictions. Residents will be notified of any problem with the delivery of irrigation as soon as is feasible to do so, and work orders to correct such problems will be handled as efficiently and quickly as possible. Management agrees to calibrate or replace the rain gauges every six months. In the event the irrigation system is inoperable, residents may use potable water conservatively when necessary and according to Sarasota County, SWFWMD, or any other governmental restrictions. Residents' requests for the repair of the irrigation systems at individual lots will be met with a review of that section of the



irrigation system located on those individual lots. The Community Owner agrees to continue to use reasonable efforts to repair the irrigation system as needed during the Term.

## MEETINGS

Both parties agree to meet on a regularly scheduled basis. To that end, the following schedule is hereby established and will be adhered to by both parties during this contract. The schedule is as follows:

The Board of Director's Representative shall meet with the Community Manager monthly. A specific time and agenda will be agreed upon by both sides.

The Board of Directors shall meet with the Regional Manager quarterly during the year, as agreed by both parties. Time and agenda will be agreed upon by both parties.

## ROADS

Community roads will be maintained in a commercially reasonable manner. Community manager and an HOA road committee will make an annual inspection to ascertain what areas need attention. Management will make reasonable efforts to address those areas which need repair but reserves the right to alter or limit the scope of these repairs due to unforeseen emergencies or extreme changes in costs. Decisions on which sections and what type of repairs are deemed necessary will be determined by the Community Owner. Road repairs in any given year may be affected by weather, business conditions or budgetary constraints.

## POOLS

Pools and spas will be serviced by a professional pool service company or Certified Pool Operator three to four times weekly. In the event a scheduled service date falls on a holiday, an alternative day will be provided. Management will make all reasonable efforts to maintain the pools at a temperature of 86 degrees Fahrenheit +/-2 degrees and spas at a temperature of 102 104 degrees. The pools will be heated from November 1 through April 30. Pools and spas will be maintained to all county, state, and federal standards, including the maintenance of non-slip areas. A dry erase board, currently in use, will be maintained at both pool/spa facilities with water temperature and pH/chlorine levels including date, time, and tester initials daily (7 days/week). Restrooms, showers, saunas, pool chairs, and tables will be cleaned daily. The coping tile shall be cleaned weekly. The underwater lighting shall be checked weekly by the access control personnel, and if found defective, the repairs will be made in a reasonable amount of time. The poolside seating shall be cleaned weekly and repaired or replaced monthly. Power washing shall be provided to the deck areas on a monthly basis as management deems necessary.

## REPORTS

- a. The Annual Water Quality Report will be posted on the bulletin board in the Club House.
- b. Fire Hydrant Report will be provided to the Homeowners Association Board of Directors.

## GENERAL

The above policies and procedures may be subject to change. Management reserves the right to alter, modify or extend any policy or procedure due to government regulations, budgetary constraints, weather or other unforeseen events. In the event such change becomes necessary, it will be discussed with Association representatives.

[End of Exhibit "B"]



## EXHIBIT "C"

### (Camelot Lakes Settlement Agreement)

**Trees:** Community Owner will continue to trim live oaks, queen palms, sable palms and four (4) gum trees annually. Live oaks will be trimmed when branches come within four feet of homeowners' roofs. Homeowners will continue to be responsible for the trimming of all other trees on their individual leased lots. Homeowners may request permission to remove trees from their leased lots at their own expense with the prior written approval of Community Owner, which approval may be withheld in Community Owner's sole discretion. Any tree removed must, also, include the removal of the remaining tree stump within a reasonable period of time but not to exceed sixty (60) days. Community Owner agrees to maintain trimming of branches around street lights.

Homeowners are free to hire any licensed and insured tree maintenance professional to maintain those trees for which they are responsible. Prior to performing the services, the Contractor must provide to the Community Office, a valid copy of their Florida license and valid certificates of liability insurance and Workman's Compensation insurance. The Community Owner is not involved in those transactions.

For those Homeowners who wish to schedule tree maintenance services with the Contractor hired by the Community Owner during the times the Contractor is on property, Community Owner will ensure that Homeowners pay the same rates for similar scope of work as the Community Owner pays. Homeowner will submit tree service work orders to the Community Office. Community Owner will transmit work orders to Contractor prior to the scheduled visit to ensure proper scheduling of work. Contractor will contact Homeowner directly to schedule tree service. Homeowner will be responsible for making payment directly to the Contractor. Community Owner accepts no responsibility for work performed by Contractor for individual Homeowners.

[End of Exhibit "C"]

## **EXHIBIT "D"**

(Camelot Lakes Settlement Agreement)

### **Memo – Cable Services Contract**

Community Owner and Association are both directly interested in achieving a new exclusive cable services contract upon the termination of the existing contract originally with Verizon and subsequently assumed by Frontier. Both parties recognize that it is the business and legal responsibility of Community Owner to negotiate such a new agreement. However, Community Owner agrees that the following concerns of the homeowners will be taken into consideration but not guaranteed when it negotiates a new agreement:

- a) TV service – the contract will include an offer to provide basic television service to residents electing to contract for the same at the lowest attainable price for at least five (5) years.
- b) Internet services – the contract will also provide for basic internet services for electing homeowners at the lowest attainable price for at least five (5) years.
- c) Land line and/or cellular phone services - the contract will also include an option for electing homeowners to obtain land line telephone and/or cellular phone services for the lowest attainable price for at least five (5) years.
- d) Bundled services including all or some part of a, b, and c will also be available at the lowest attainable price for at least five (5) years.

The parties recognize that Community Owner will make a reasonable effort to achieve all of the above and will regularly communicate with the Association regarding the status of its negotiations with potential providers.

[End of Exhibit "D"]