

Prepared by and to be returned to:

SJW Law Group, PLLC
12300 South Shore Boulevard
Suite 202
Wellington, Florida 33414

CFN 20200085364
OR BK 31270 PG 385
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Sharon R. Bock
CLERK & COMPTROLLER
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**MAINTENANCE AGREEMENT AND CONVEYANCE OF COMMON AREA
AGREEMENT**

This Agreement (this "Agreement") entered into this 28 day of February, 2020, by and between **BAY MEADOW VILLAGE HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation (referred to as the "Association") and **WINSTON TRAILS FOUNDATION, INC.**, a Florida not for profit corporation (referred to as the "The Foundation"). The Association and The Foundation sometimes collectively referred to as the "**Parties**".

WITNESSETH

WHEREAS, the Parties desire to memorialize the terms of an agreement involving certain maintenance, repair, and replacement responsibilities and indemnity obligations as pertaining to entrance features, medians, and center areas at the Association as it involves the Association and The Foundation (all such descriptions in this paragraph hereinafter collectively referred to as the "**Obligations**");

WHEREAS, the Association has agreed to convey and The Foundation has agreed to accept the transfer of title and ownership of certain portions of the common area of The Association described as Parcels A,B,C,E,F, and F-1 as show on the Plat of Winston Trails Parcel 9A recorded in Plat Book 73, page 182 of the public records of Palm Beach County, Florida as well as Parcels C-1,E,E-1,E-2,F, and G,B,C,E,F and F-1 as show on the Plat of Winston Trails Parcel 9 recorded in Plat Book 71, page 141 of the public records of Palm Beach County, Florida Work (hereinafter collectively referred to as the "**Property**");

WHEREAS, the Association has convened a formal meeting of the membership and the requisite votes were acquired for purposes of the Association approving the transfer and conveyance of the Property from the Association to The Foundation in accordance with the governing documents of the Association; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein , and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows.

1. Entrance Features. The Association shall at all times maintain in good repair, operate, manage, insure and replace as often as necessary all such entrance features, medians, and/or center areas of the Association, including without limitation the monument walls, lighting, and landscaping materials (hereinafter collectively referred to as the "Entrance Features") shall be the sole responsibility of the Association and The Foundation

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shall have no responsibility, financially or otherwise, to repair, replace, maintain, perform any work, oversee, manage, construct, or finance any aspect of the Entrance Features. Any work performed by the Association as involving the Entrance Features shall be performed by the Association in a first-class manner in compliance with all applicable laws and the governing documents of The Foundation and the Association.

2. Failure to Maintain. In the event any party to this Agreement fails to maintain, repair or replace the respective property in the manner described herein, the other parties to this Agreement have the right, but not the obligation, on thirty (30) days prior written notice, to enter upon the property and perform such necessary maintenance, repair or replacement. The cost of such maintenance, repair or replacement shall be a liability of the party who failed to comply with its obligations and duties pursuant to this Agreement, the payment and collection of which may be enforced pursuant to the Declaration of Covenants and Restrictions for Winston Trails, as amended, by action at law or equity, or both.

3. Easement. The Foundation grants a perpetual nonexclusive access easement to the Association within that portion of the Property which constitutes the Entrance Features, which easement shall be used for the sole and exclusive purpose of the Association performing its Obligations as set forth herein. The Easement area may not be used by the Association or its members or invitees for any other purpose whatsoever. The Foundation further provides the Association the exclusive right to install, operate, and maintain any equipment on or about the Entrance Features and The Foundation, in furtherance thereof, hereby grants to the Association, and its agents, contractors, subcontractors, vendors, repairman, servicemen, officers and directors the right of access, easement, ingress and egress, to, over, on, under, and through the Entrance Features which are the Association's Obligations and all buildings located thereon, as well as to construct, install, lay, operate, provide, connect, maintain, inspect, repair, replace, upgrade, relocate, remove and disconnect the systems, equipment, or other such material for these purposes.

4. No Liens. To the extent the Association seeks to perform any work at or within the Entrance Features which require obtaining governmental authority or permit(s), the Association shall be fully responsible, financial and otherwise for same, however, The Foundation shall reasonably cooperate with the Association as involving executing any required documentation related to those efforts. The Association shall keep that portion of the Property which represents the Entrance Features and all improvements located thereon free and clear of any and all construction and mechanics liens for or arising out of any work performed by the Association related to the Association's Obligations.

5. Roadway Maintenance. Nothing contained herein shall interfere with, supersede nor void any portion of that certain "License and Roadway Maintenance

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Agreement" as between the parties dated March 8, 2007 and attached hereto as Exhibit "A" and such License and Roadway Maintenance Agreement shall continue to be in full force and effect.

6. Indemnification. The parties shall mutually hold each other harmless and indemnify the other, its officer, directors, agents, and assigns from all manner of obligations, liabilities, actions, causes of action, suits, debts, covenants, contracts, fines, penalties, agreements, fees, promises, claims and demands whatsoever, including reasonable attorney's fees and costs incurred at any level whether pre-litigation, during litigation, or incurred during any such appellate proceeding, by reason of, arising from or related to any aspect of the Obligations.

7. Miscellaneous. The parties acknowledge that this is a negotiated contract and the terms shall not be construed against either party on the grounds that such party prepared the Agreement. This Agreement may be recorded in the public records of Palm Beach County, Florida. The parties shall prepare, execute and deliver any and all additional documents necessary thereafter to effectuate the spirit, terms and conditions of this Agreement. Venue for any disputes concerning this Agreement shall be laid in Palm Beach County, Florida and the prevailing party in such suit shall be entitled to reimbursement of all attorneys' fees and costs, including without limitation, pre-litigation, appellate fees, costs of collections, and expert fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

8. Notices. Any notice required to be sent to a party pursuant to this Agreement shall be delivered by certified mail, return receipt requested, and first-class mail to said party at the mailing address then showing on the records of the Department of State, Division of Corporations.

9. Acknowledgment of Authority of Representatives to Execute Agreement. Each of the parties hereby acknowledges and affirms that the person executing this Agreement said party's behalf does so with full corporate power and authority.

10. Counsel. The Parties acknowledge and affirm that SJW Law Group, PLLC and Scott J. Wortman, Esq. represented the interests of the Association for purposes of the drafting of this Agreement and The Foundation expressly waives any potential conflict of interests as involving Scott J. Wortman, Esq.'s prior representation of The Foundation and Scott J. Wortman, Esq.'s representation of the Association for purposes of this matter and The Foundation was expressly advised to seek the advice and representation of separate and independent counsel for purposes of the negotiation, review, and execution of this Agreement.

[SIGNATURES, WITNESSES AND NOTARY ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the Parties below have caused this Agreement to be executed as of the date and year first above written.

BAY MEADOW VILLAGE
HOMEOWNERS ASSOCIATION,
INC.

WITNESS

Kaylee Chica

BY: [Signature]

PRINT: Warren Danz

TITLE: President

DATE: 2/28/20

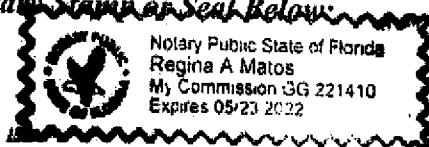
WITNESS

Paula Raygoza

STATE OF Florida
COUNTY OF Palm Beach) ss:

I hereby certify that the foregoing instrument was acknowledged before me this 28th day of February, 2020, by Warren Danz as President of BAY MEADOW VILLAGE HOMEOWNERS ASSOCIATION, INC. on behalf of the corporation. He/She ☒ is personally known to me, or ☐ has produced [Signature] as identification.

Affix Notary Stamp or Seal Below:



Regina A. Matos
NOTARY PUBLIC

Printed Name: Regina A. Matos

[signatures, witnesses and notary on following page]

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WINSTON TRAILS
FOUNDATION, INC.

WITNESS

Kayla Chica

BY: [Signature]

PRINT: Warren Dane

TITLE: President

DATE: 2/28/20

WITNESS

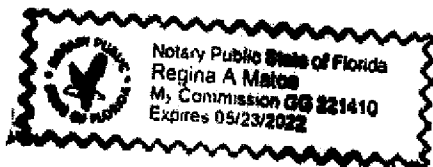
Paula Reynolds

STATE OF Florida

COUNTY OF Palm Beach) ss:

I hereby certify that the foregoing instrument was acknowledged before me this 28th day of February, 2020, by Warren Dane, as President of WINSTON TRAILS FOUNDATION, INC. on behalf of the corporation. He/She ☒ is personally known to me, or ☐ has produced _____ as identification.

Affix Notary Stamp or Seal Below:



Regina A. Matos
NOTARY PUBLIC

Printed Name: Regina A. Matos