

Lakes of Mount Dora Planned Unit Development Change and Amenities Funding Agreement

THIS AGREEMENT is made and entered into of the 29th day of January, 2014, by and between the Lakes of Mount Dora Property Owners Association, Inc., a corporation not-for-profit organized under the laws of the State of Florida, hereinafter referred to as the "POA", the Lakes of Mount Dora Planned Unit Development Team, and Medallion Home At Mt. Dora, LLC, a Florida Limited Liability Company, hereinafter referred to as the "Developer / Builder".

RECITALS

WHEREAS, Lakes of Mount Dora Property Owners Association, Inc. (POA) is the Homeowners Association created by the Declaration of Covenants, Conditions, and Restrictions for the Lakes of Mount Dora Planned Unit Development (hereinafter referred to as the "Declaration") recorded in Official Records Book 3163, Page 2260 in the Public Records of Lake County Florida, to operate and govern the Lakes of Mount Dora Community, which is the real property subject to the Declaration;

WHEREAS, Lakes of Mount Dora Planned Unit Development Team (PUD Team) is an independent resident owner team selected by resident owner Directors and requested by the POA Board to work with the Developer / Builder to modify a Developer / Builder proposed development plan to obtain broad community support;

WHEREAS, Medallion Home At Mt. Dora, LLC is a successor Developer to the original Developer (PMR Properties, Inc., a Florida Corporation) under the Declaration;

WHEREAS, Medallion Home at Mt. Dora, LLC is a builder of homes in the Lakes of Mount Dora Community;

WHEREAS, the short term and long term interests of the Lakes of Mount Dora (LoMD) Community include, but are not limited to, Community aesthetics, POA financial stability, increased home sales, and continued build-out of the Community as a 55+ Active Adult Lake Community with amenities similar to those found in up-scale Active Adult communities;

WHEREAS, the Developer / Builder desires to increase allowed number of lots within the LoMD Planned Unit Development;

WHEREAS, the owners of lots within the community on 03/19/2013 voted 81% in favor of the proposed Planned Unit Development change (with the Developer abstaining from voting Developer / Builder owned lots);

WHEREAS, the POA desires to receive funds for construction of additional amenities at LoMD;

WHEREAS, the POA, PUD Team, and Developer / Builder desire to enter into this Agreement for the short and long term interests of the Lakes of Mount Dora Community and the mutual benefit of the POA and the Developer / Builder;

TERMS AND CONDITIONS

NOW, THEREFORE, THE POA, PUD TEAM, AND DEVELOPER / BUILDER, on behalf of themselves and their respective successors and assigns, in consideration of the mutual covenants and agreements set forth in this Agreement, the sufficiency of which is acknowledged by the parties hereto, POA, PUD Team, and Developer / Builder hereby covenant and agree as follows:

1. Recitals.

- a. The foregoing Recitals are true and correct and are hereby incorporated herein by reference.

2. Additional Lots:

The Developer / Builder proposes to amend the Planned Unit Development (PUD) Agreement for the Lakes of Mount Dora to increase the number of allowed lots / homes from 950 to a maximum of 1004. The maximum 54 additional lots will be developed as follows:

- a. Fire Station Site / Well Site / Tract I Area: Add 14 new lots and redesign Common Area Tracts I and K as depicted in Exhibit A. Developer / Builder will be responsible for development costs including, but not limited to, extensions of utilities and services, pavement, sidewalks where required, and modifications / additions to the POA central irrigation system as needed. Additionally, Developer / Builder agrees to add trees (6 minimum total) and other reasonable landscaping to help buffer the view of the 14 added lots from existing lots 290 - 294. The Developer / Builder agrees that the southwestern-most lot of the "well site" will include an 8' wide strip of land owned by the POA between the lot and the Lancaster at Loch Leven boundary, which will include a Developer / Builder constructed 5' wide sidewalk the length of the lot (to allow access to common area Tract K behind the lot). The new lakefront lots in the Fire Station / Well Site area will include the POA D/U/A easements as in other LoMD Phases. The POA agrees that the addition of 14 lots in this area will require a replat of common area Tracts I and K. Such replating will be at Developer / Builder expense.
- b. Loch Leven Area: Add 11 new lots and redesign the layout of originally planned lots and Common Grounds in this area as depicted in Exhibit B. Developer / Builder will be responsible for development costs including, but not limited to, extensions of utilities and services (including stub-outs for potable water, sewer, reuse water, and electricity for proposed future pavilion and restrooms), pavement, sidewalks where required, relocation or modification of storm water retention area, and modifications / additions to the POA central irrigation system as needed. This area shall include an activity path constructed by the Developer / Builder, a parking lot for cars / golf carts constructed by the Developer / Builder, and amenities including, but not limited to, a waterfront pavilion and community dock. Funding for these amenities is addressed in Terms and Conditions, Section 6. The POA and PUD Team agree that the addition of 11 lots in this area will cause a reduction in previously planned, but not dedicated, common grounds and park size.

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- c. Southeast Corner Area: Add 29 new lots, a new road, and redesign the layout of originally planned lots and Common Grounds in this area as depicted in Exhibit C. Developer/ Builder will be responsible for development costs including, but not limited to, extensions of utilities and services, pavement, sidewalks where required, and modifications / additions to the POA central irrigation system as needed. This area shall include Developer / Builder constructed "pocket" park, activity path, and access sidewalk between two new lots from the new road to the POA 135' wide "Powerline" common area. Developer will plat and transfer ownership to the Property Owners Association of the 135' wide "Powerline area for use as recreation / open space and will ensure that POA will be able to enjoy a potential activity path amenity in this area. Funding for this amenity is addressed in Terms and Conditions, Section 6.
3. The Developer / Builder proposal for 54 added lots, with the required modification to the originally planned PUD layout, has been reviewed with the residents in a POA meeting and gained approval of a substantial majority of the owners present. The POA agrees to support and endorse the Developer / Builder proposal at Public Hearings held by the City of Mount Dora to consider changes to the PUD to allow the added 54 lots.

4. Additional Road Access:

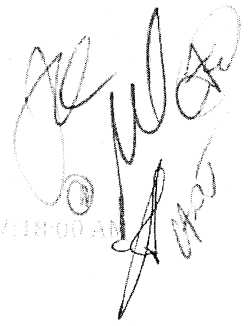
The Developer / Builder shall plan and design for a potential connection to Britt Road from Bridgeport Bay Circle in the Phase 4 / Eastern portion of the Community. The plans and design shall include pavement, sidewalks, and gated / restricted access. Developer / Builder shall further attempt to obtain, at reasonable cost, access rights from adjacent property owners. If access rights can be obtained, this additional connection shall be included in submission of Construction Plans for that respective Phase of development of the Community to the City of Mount Dora. Developer / Builder shall conditionally reserve this connection and incorporate it into its development plans for future Phases. If access rights cannot be obtained, and the Developer / Builder owns fewer than 50 lots in LoMD, this reservation of space shall automatically terminate. Funding for the actual construction of the access road beyond the border of the present Developer / Builder owned land to Britt Road will be mutually negotiated between the POA and Developer / Builder if access rights can be obtained.

5. Additional Amenities:

The Developer / Builder and the POA plan to construct, or have constructed, additional amenities including, but not limited to:

- Improvements to the Clubhouse Island area including tennis court(s), pickleball courts, bocce ball courts;
- Improvements to the Loch Leven Park area including pavilion, restrooms, and dock;
- Improvements to the RV / Boat Storage area including ground stabilization (e.g. recycled cement pieces, cement fines, asphalt paving), fencing, and landscaping;
- Improvements to the entrance Guard House.

Funding for these amenities is addressed in Terms and Conditions, Section 6.



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6. Amenity Construction Funding:

- a. Developer / Builder shall contribute \$1,000 per house it closes, including all houses closed in LoMD to date by Developer / Builder, into an Amenity Fund account in the name of, and under the control of the POA. The POA agrees that the use of these funds shall be limited to the construction of new amenities and / or significant renovations to existing amenities and will not be used for Operational Expenses. The contribution for homes closed prior to the approval by the City of Mount Dora of the PUD amendment adding 54 new lots shall be made within fifteen calendar days following the non-appealable approval by the City of Mount Dora of the Comprehensive Plan and PUD amendments. Contributions for closings after City approval shall be paid as the Medallion homes close to Third Parties.

- b. Added Assessments on Non-Developer Owned Vacant Lots

The increased assessment on non-developer owned vacant lots (30% of full home assessment) which was approved by the Community at the 2012 Annual Meeting was approved with the stipulation that these funds would only be used for capital costs for amenities or betterment of the community. The POA agrees that these funds will not be used for ordinary Operating or Maintenance expenses.

- c. Developer / Builder and POA understand that nothing in this agreement limits the use of other Developer / Builder or POA sources of funds for construction of amenities.

7. Additional Developer Contributions:

Developer / Builder will advance funds to the POA, interest free, in order to start construction of Clubhouse Island amenities which may include, but not be limited to tennis court(s), pickle ball courts, or bocce ball courts, improvements to the guard house, etc. Funds advanced will be repaid to the Developer / Builder by using its \$1,000 per home closing contribution until all advanced funds have been repaid, at which time the closing contributions will again be directed to the POA Amenity Fund. Although the Developer / Builder will consider any Master Plan that may be adopted by the POA Board of Directors, Developer / Builder shall determine in its sole and absolute discretion which amenities for which funds will be advanced to construct.

8. Amenity Construction Management:

- a. Developer / Builder and / or its staff will work hand in hand with the POA to utilize any purchasing power benefit it brings to the table.
- b. Developer / Builder and / or its staff will assist in Construction Project Management of all Community amenities selected.
- c. Developer / Builder and / or its staff services will be provided as "pass through" to the benefit of, and at no expense to the POA.

9. Repair of Berm at Northeast Area:

Developer / Builder agrees to promptly work with POA to effectuate settlement with Pringle Homebuilding Group (PHG) on repair of the berm on the northeast portion of the property.

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10. St. Johns River Water Management District Permits:

Developer / Builder shall be responsible for any costs associated with any PUD change related required modification to the POA Consumptive Use Permit (or any other permits) issued by the St. Johns River Water Management District, including, but not limited to, application fees and study fees.

11. Assignment / Sale:

If the Developer / Builder assigns or sells undeveloped land or developed vacant lots within the PUD to another party, Developer / Builder shall cause the assignment and assumption of the obligations contained in this agreement to be memorialized by the assignee or buyer at / or prior to any closing on the assignment / sale. Developer / Builder shall be responsible for negotiating repayment of any advanced amenities funds directly with Buyer / Assignee, and shall not seek repayment of advanced funds by the POA.

12. Contingency:

The implementation of this agreement, including Developer / Builder contributions, is contingent upon the non-appealable approval by the City of Mount Dora of the Comprehensive Plan Amendment and PUD Change to allow for 54 added lots in LoMD, or a lesser amount of added lots, if mutually assented to by the Developer / Builder and the City of Mount Dora during further negotiations of this proposed PUD.

13. Enforceability:

Any party hereof shall have the right to seek specific performance in the event of default by another party.

- A. If a dispute arises out of or relates to this agreement or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to this agreement by mediation, which shall be conducted under the Florida Rules of Civil Procedure or any other procedure upon which the parties may agree. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures.
- B. Any of the parties may commence the mediation process by providing to the other parties written notice, setting forth the subject of the dispute, claim or controversy and the relief requested. Within fourteen (14) days after the receipt of the foregoing notice, the other party shall deliver a written response to the initiating party's notice. The mediation shall be conducted at a location within Lake County, Florida, unless all parties agree to an alternate location. The initial mediation session shall be held within ~~thirty (30)~~ ^{sixty (60)} days after the initial notice. The parties agree to share equally the costs and expenses of the mediation (which shall not include the expenses incurred by each party for its own legal representation in connection with the mediation).

If the mediation process does not result in an agreement, and any party pursues any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures, each party shall be responsible for its own attorney's fees.

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14. Additional Insureds:

The Developer / Builder and the POA, in recognition of the efforts of the Planned Unit Development Team of the Lakes of Mount Dora in both negotiating, and securing resident support for this agreement, agree to add each individual member of the Planned Unit Development Team to all applicable insurance policies carried by the POA, for the purpose of this agreement only, including but not limited to its General Liability and Errors and Omission policies and otherwise guarantees that no member of the Planned Unit Development Team will incur any financial responsibility or expense whatsoever arising from any legal action, dispute, or controversy resulting from this agreement or its implementation instituted by a non-signatory to this agreement, notwithstanding

15. Miscellaneous:

a. Governing Law:

This Agreement shall be governed by and construed in accordance with the applicable laws of the State of Florida. Venue for any proceeding shall be Lake County, Florida.

b. Severability:

Any provision of this Agreement that is legally unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof.

c. Entire Agreement / Modifications:

This Agreement constitutes the entire agreement between the parties and has been entered into voluntarily and with independent advice and legal counsel and has been executed by the authorized representative of each party on the dates indicated below. Modifications to and waivers of any provisions herein shall be made only in writing, signed by all parties hereto.

16. Exhibits and Addendums:

This Agreement incorporates the following exhibits that are specifically made a part hereof:

Exhibit A – Future Lot Layout Fire / Well Area dated 12/17/2012

Exhibit B – Southwest Layout Revision dated 12/13/2012

Exhibit C – Future Lot Layout Southeast dated 12/19/2012

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IN WITNESS WHEREOF, the foregoing has been executed as of the date set forth above.

MEDALLION HOME AT MT. DORA, LLC

By: _____

PL, VP of Land Experts, Inc. as Manager

~~Carlos Beruff, President~~

Peter Logan, Vice President

Dated: _____

Dated: _____

Attest: _____

Notary Public



J MITCHELL CANNAVINO
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF044561
Expires 8/11/2017

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IN WITNESS WHEREOF, the foregoing has been executed as of the date set forth above.

LAKES OF MOUNT DORA PROPERTY OWNERS ASSOCIATION, INC.

By: _____

Fred Casiello, Vice Chairman and Director

Dated: _____

1/30/14

By: _____

Joseph Fenza, Treasurer and Director

Dated: _____

1/30/2014

LAKES OF MOUNT DORA PLANNED UNIT DEVELOPMENT TEAM

By: _____

Cecil A. P. Thomas, Chairman

Dated: _____

1/30/2014

By: _____

Karl Athow, Member

Dated: _____

30.1.14

By: _____

Frederick E. Fitte, Member,

Dated: _____

11/30/2014

Attest: _____

J. Mitchell Cannavino

J MITCHELL CANNAVINO
Notary Public
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF044561
Expires 8/11/2017