

WESTWOOD COMMUNITY THREE ASSOCIATION, INC.
HOME MAINTENANCE AGREEMENT

THIS AGREEMENT, is made and entered into this ____ day of _____, by and between the **WESTWOOD COMMUNITY THREE ASSOCIATION, INC.**, a Florida corporation not-for-profit (hereinafter referred to as (the “Association”) and _____, a homeowner within the community whose mailing address in the community is _____ (the “Lot”) who is a member of the Association, (hereinafter referred to as "Lot Owner").

WITNESSETH:

WHEREAS, each Lot Owner is responsible for the maintenance, repair and replacement of the Lot Owner’s Lot, including landscaping and lawn care of the Lot, in accordance with the Association’s governing documents;

WHEREAS, the Association desires to offer an opt-in lawn maintenance services to the Lot for any Lot Owner that desires to have the Association maintain the lawn on the Lot Owner’s behalf in exchange for the Lot Owner paying to the Association a fee for such service;

WHEREAS, the Association intends to enter into contracts with various vendors and/or contractors to perform the lawn maintenance services further described in this Agreement; and

WHEREAS, the Lot Owner desires to allow the Association to perform certain lawn maintenance services on its behalf and the Association desires to perform certain lawn maintenance services to the Lot as more particularly described in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and to avoid the burden, expense and uncertainty of protracted litigation, it is hereby agreed between the parties as follows:

1. **Recitals.** The foregoing Recitals are incorporated herein as if repeated at length.
2. **Term.** Term. The parties hereby enter into this Agreement for a period through February 27, 2027
3. **Transfer Agreement:** If the Lot Owner sells the Lot prior to the expiration or sooner termination of this Agreement, the new Lot Owner as a condition to approval to purchase the Lot must sign an assignment of this Agreement so that the new lot owner is bound by this Agreement. It is the duty and responsibility of the Lot Owner (not the Association) to disclose this Agreement to the prospective lot owner prior to closing the transaction of the Lot.
4. **Cost of Lawn Maintenance Services.** The Lot Owner shall pay to the Association an additional individual law maintenance assessment (“Individual Lawn Maintenance Assessment”) in the amount of \$31.75 due on the first day of each month paid in the same manner as any other assessment owed to the Association pursuant to the Declaration. The Association is permitted to decrease or increase the

“Individual Law Maintenance Assessment” at any time without causing an amendment to this Agreement by providing written notice to the Lot Owner informing the Lot Owner of the change in the assessment amount. The Individual Lawn Maintenance Assessment shall be owed to the Association in addition to any other assessments and/or recreational lease amounts due to the Association under the Association’s restrictive covenants. In the event that the Individual Lawn Maintenance Assessment is insufficient to cover the actual cost of the services rendered by the Association and/or the Association’s vendor, the Association shall notify the Lot Owner in writing as to the additional Individual Lawn Maintenance Assessment amounts owed to the Association and the Lot Owner must pay to the Association such amounts within ten (10) days of the Association mailing the notice. The Individual Lawn Maintenance Assessment shall be an assessment on the Lot Owner’s ledger.

5. **Individual Lawn Maintenance Assessment; Lien.** The Association shall have a lien on the Lot for any unpaid Individual Lawn Maintenance Assessment made by the Association in addition to any other assessments and recreational lease amounts due to the Association. Said lien shall also secure all costs and expenses incurred by the Association incident to the perfection and/or collection of such unpaid assessment or enforcement of such lien. Said lien shall attach and be effective from and relate back to the recording of the Declaration of Restrictions recorded in OR Book 5098, at Page 731, in the Public Records of Broward County, Florida, which Declaration was subsequently replaced in its entirety by an Amended Declaration of Restrictions recorded in OR Book 6923, at Page 940, in the Public Records of Broward County, Florida, Leadership Housing, Inc. recorded an additional Declaration Restrictions in OR Book 5190 at Page 732, in the Public Records of Broward County, Florida, which was subsequently assigned to Westwood Community Three Association, Inc., as amended from time to time. Such lien shall bear interest at the rate of 18% per annum from the date of the assessment was due until paid in full. The Association may also charge a late fee not to exceed the greater of \$25 or 5 percent of the amount of each installment that is paid past the due date. Such lien may be foreclosed on by the Association and/or the Association may also maintain a suit to recover a money judgment of the unpaid assessments, at the option of the Association without waiving the lien securing same.

6. **Optional Services.** If the Lot Owner chooses services that are labeled “Optional Service”, any costs associated for those services the Lot Owner must pay the Vendor directly for such optional services outside of this Agreement.

7. **Lawn Care Services:** Upon the Lot Owner choosing to opt-in for the lawn maintenance services, the Association shall provide the following specific services to the Lot:

- a. Lawn Maintenance 27 Cuts per year per the Cut Schedule below
 - Mow all turf areas on the Lot.
 - Edging all sidewalks & curbs that abut the Lot to coincide with mowing schedule.
 - Edging all planting beds, tree rings and asphalt areas every mowing service.
 - Blowing all sidewalks and curbs after each mowing service.
 - Mow around items left or placed on the lawn of the Lot, unless the Lot Owner removes them prior to such mowing.
- b. Cut Schedule:
 - Three (3) times in June, three (3) times in July, three (3) in August & three

(3) in September

- Two (2) times in February, two (2) times in March, two (2) times in April, two times (in) May, two (2) times in October, two (2) times in November, two (2) times in December and One (1) time in January

8. **Opt-Out of Lawn Care Service.** In the event the Lot Owner desires to no longer receive the Lawn Care Services, the Lot Owner must opt-out in writing by signing the Association's Opt-Out Form giving the proper termination notice as set forth herein. If after the Lot Owner opts-out of the Lawn Care Services and desires to opt-back in, the Lot Owner can only do so in May or January of that year or the following year.

9. **Notification.** All notifications and complaints from the Lot Owner to the Association must be in writing and must include any applicable documentation such as photographs and any other information to assist with a complaint. The Lot Owner must notify the Association with any complaint against the vendor within fifteen (15) days of the rendered service. All responsibility for resolution of any complaint by a Lot Owner is that of the Vendor who provided the service to the Lot Owner. The Association and/or the Property Management Company may (but shall not be required) to assist with disputes between the Lot Owner and the vendor, if possible. Notices provided by the Association to the Lot Owner shall be in writing and mailed to the Lot address in Westwood Community Three. Under no circumstances shall the Association, its officers and directors or the Association's property management company be held responsible or liable for any damage, injury or claims related to or arising from the services provided by any vendor under this Agreement and the Lot Owner and the Lot Owner hereby irrevocably and unconditionally releases the Association, acquits and forever discharges the Association, its shareholders, officers, directors, trustees, employees, agents, independent contractors, insurance companies, legal representatives and property management company from any and all claims, liabilities, obligations, promises, agreements, damages, actions, rights, judgments, demands, accounting, causes of action, suits liabilities of whatever kind or character or attorneys' fees and expenses of any nature whatsoever, whether known, known, suspected or unsuspected with respect to this Agreement and the lawn maintenance services being provided hereunder. The foregoing release shall not act to release the landscape vendor who is providing the actual service to the Lot Owner. Further, the Association, its officers and directors, disclaim any warranty of the services provided herein and Lot Owner shall look solely to the vendor for such warranty, if one exists.

10. **Remedies.** In the event the Lot Owner defaults hereunder, the Association may, at its option, exercise any or all of the rights, options, privileges, and remedies available at law or in equity. In addition, the Association shall have the right to terminate this Agreement immediately and subsequently give the Lot Owner notification in writing as to such termination. The Lot Owner shall continue to be liable for all incurred Individual Lawn Maintenance Assessments through the date the Association terminated this Agreement. Upon termination of this Agreement, the Lot Owner shall be obligated to perform all Lot maintenance itself, including the lawn and landscape maintenance, as set forth in the Association's Declaration. In the event the Lot Owner fails to keep the Lot in accordance with the provisions of the Declaration, the Association shall have the right to mail a thirty (30) day written notice at the address of the Lot advising the Lot Owner of such failure to comply with the maintenance of the Lot provisions set forth in the Association's governing documents and its rules and regulations. Failure of the Lot Owner to correct the violation(s) within thirty (30) days of mailing of said notice shall give the Association the right, but not the obligation, to enter upon the Lot for the purpose of performing the maintenance necessary to comply with the provisions of the Declaration, which entry shall not be deemed as a trespass. The Association shall have further rights to assess the Lot Owner and the Lot for all the costs and expenses of any services performed (including any legal fees and costs incurred to enforce this Agreement or address a default) which shall be considered an assessment and subject to the Association's lien and foreclosure rights if not paid upon demand.

11. **Termination.** The Association may terminate this Agreement at any time for any reason upon giving ten (10) days' notice to the Lot Owner. **Indemnification.** The Lot Owner shall indemnify and save harmless the Association from any and all third-party fines, suits, claims, demands, penalties, losses and actions (including reasonable attorneys' fees and costs) for any bodily injury to persons or damage to or loss of tangible property in or about the Lot caused directly by the Lot Owner, its agents, subcontractors, employees, invitees or guests as arising by virtue of the negligent acts of Lot Owner. Notwithstanding anything to the contrary herein or in the Agreement, the Association shall have no obligation to indemnify or hold harmless the Lot Owner, its agents, subcontractors, employees, invitees or guests under any circumstances despite any provisions to the contrary in this Agreement. This paragraph shall survive the expiration or earlier termination of this Agreement. The Association shall not be liable or responsible for any damage caused to the Lot or the Lot Owner's property while performing services under this Agreement, including any damage caused by the Association's vendors or contractors performing work under this Agreement. Should there be a dispute as to the work performed hereunder by the vendor or contractor, the Lot Owner must address those disputes directly with the vendor and/or contractor.

12. Miscellaneous.

a. **Venue.** This Agreement shall be construed under and in accordance with the laws of the State of Florida. Any legal proceeding arising from this Agreement shall be brought only in a court of competent jurisdiction in Broward County, Florida. **ASSOCIATION AND LOT OWNER HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LAWSUIT ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THE CONTRACT OR THE WORK.**

b. **Headings.** The Section headings contained herein are for reference purposes only and shall not in any way affect the meaning and interpretation of this Agreement.

c. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and permitted assigns.

d. **Attorney's Fees.** The prevailing party in any lawsuit arising out of, or relating to this Agreement shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are otherwise taxable.

e. **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto with respect to the subject matter addressed herein, and all prior understandings and agreements, whether written or oral, between and among the parties hereto relating to the subject matter of this Agreement are merged in this Agreement. Each party specifically acknowledges, represents and warrants that they have not been induced to sign this Agreement by any belief that the other will waive or modify the provisions of this Agreement in the future.

f. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects

as if such invalid or unenforceable provisions were omitted.

g. **Counterparts; Delivery.** This Agreement may be signed and executed in one or more counterparts, and delivered by facsimile, ., or other electronic means, each of which shall be deemed an original and all of which together shall constitute one agreement.

h. **Plural and Gender.** Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

i. **Modification and Waiver.** No provision of this Agreement may be amended or modified unless such amendment or modification is agreed to in writing and signed by the parties hereto. No waiver by either of the parties hereto of any breach by the other party hereto of any condition or provision of this Agreement to be performed by the other party hereto shall be deemed a waiver unless such waiver is reduced to writing signed by the waiving party.

OPT IN LAWN MAINTENANCE SERVICE:

By signing below, the Lot Owner hereby agrees to Opt-In to the services set forth in this Agreement and be bound by this Agreement:

Signature of Lot Owner: _____

Print Name of Lot Owner: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date specified above.

**WESTWOOD COMMUNITY THREE
ASSOCIATION, INC.**

LOT OWNER

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____