

I, THEODORE L. WEISE [NAME], as secretary of Ranch Colony Four Party Maintenance Association, Inc. hereby certify that the foregoing constitute the By-Laws of this Corporation as adopted and in full force and effect on this 28<sup>th</sup> day of DECEMBER, 2010.

**Appendix**

1. Four Party – Mediated Settlement Agreement – April 18, 2008
2. Four Party – Agreement – June 16, 2009
3. Three Party – Colony Way Road Maintenance Agreement – 1980
4. Two Party – Park Maintenance Agreement – 1979
5. Two Party – Old Indiantown to Indiantown Mack Dairy Road Maintenance Agreement – 1981

## MEDIATED SETTLEMENT AGREEMENT

### INTRODUCTION

This Mediated Settlement Agreement ("Agreement") is made and entered into as of April 18, 2008 by and between OLD TRAIL HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Old Trail"), JONATHAN'S LANDING GOLF CLUB, INC., a Florida not-for-profit corporation ("The Club"), H. JOHN WITHERS REVOCABLE LIVING TRUST ("Withers"), RANCH COLONY PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation ("Ranch Colony"), THE LINKS PROPERTY OWNERS ASSOCIATION, INC. ("The Links"), and TAILWINDS HOMEOWNERS ASSOCIATION, INC. ("Tailwinds") (collectively, the "Parties").

### RECITALS

WHEREAS, Old Trail is a Florida not-for-profit corporation, organized and existing under the laws of the State of Florida, and is responsible for the operation and management of a residential community known as Old Trail, located in Martin County, Florida.

WHEREAS, The Club is a Florida not-for-profit corporation, organized and existing under the laws of the State of Florida and is the owner of two golf courses located within the Old Trail residential community in Martin County, Florida.

WHEREAS, Ranch Colony, is a Florida not-for-profit corporation organized and existing under the laws of the State of Florida, and responsible for the operation and management of a residential community known as Ranch Colony, located in Martin County, Florida.

WHEREAS, Withers is the owner and resident of a parcel of real property within a 42.23 acre portion (the "42 Acre Parcel") of Old Trail and Ranch Colony.

WHEREAS, The Links is a Florida not-for-profit corporation organized and existing under the laws of the State of Florida, and responsible for the operation and management of a residential community known as The Links, located in Martin County, Florida.

WHEREAS, Tailwinds is a Florida not-for-profit corporation organized and existing under the laws of the State of Florida, and responsible for the operation and management of a residential community known as Tailwinds, located in Martin County, Florida.

WHEREAS, Old Trail, The Club, and Withers have filed a lawsuit against Ranch Colony, captioned *OLD TRAIL HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, JONATHAN'S LANDING GOLF CLUB, INC., a Florida not-for-profit corporation, and H. JOHN WITHERS, Trustee of the H. JOHN WITHERS REVOCABLE LIVING TRUST, on behalf of himself and others similarly situated, vs. RANCH COLONY PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation*, now pending in the Circuit Court of the Nineteenth Judicial Circuit, in and for Martin County (the "Court"), Case No. 05-852 CA

JML

(the "Lawsuit"), asserting claims and seeking damages and injunctive relief.

WHEREAS, Defendants have denied the allegations in the Lawsuit.

WHEREAS, Old Trail, Ranch Colony, Tailwinds and The Links (collectively, "The Four Parties") are parties to: an agreement dated September 25, 1990 regarding the construction, maintenance and operation of a security gate at Mack Dairy Road (the "1990 Gate Agreement") and agreed therein to share the costs necessary for the gatehouse ("Gate Costs"); and to an agreement dated February 11, 1999 providing for maintenance of a portion of Mack Dairy Road (the "1999 Road Agreement") and agreed therein to share the costs necessary for such maintenance (the "Road Maintenance Costs").

WHEREAS, Tailwinds and The Links are participating in this Agreement for the purpose of modifying the 1990 Gate Agreement and the 1999 Road Agreement as set forth herein.

WHEREAS, the Parties have participated in a mediation on April 18, 2008 before Jay M. Cohen, which has resulted in the agreement set forth herein.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which is acknowledged, the Parties to this Agreement agree as follows:

1. ACKNOWLEDGEMENT OF RECITALS

The Parties agree that the above Recitals are true and correct in all respects and incorporate them by reference herein.

2. REAPPORTIONMENT OF GATE COSTS AND ROAD MAINTENANCE COSTS

The Four Parties hereby agree that, effective April 1, 2008, the Gate Costs and Road Maintenance Costs shall be divided among the Four Parties as follows:

Old Trail:	12.4%
Ranch Colony:	69.0%
The Links:	4.2%
Tailwinds:	14.4%

3. FUTURE BILLING

Old Trail and Ranch Colony agree that Ranch Colony shall continue to send a bill to Old Trail for the 42 Acre Parcel's share of Ranch Colony's share of the Gate Costs and Road Maintenance Costs.

*JML*

4. INDEPENDENT ADMINISTRATOR

The Four Parties hereby agree to meet within thirty (30) days of the date of this Agreement for the purpose of selecting an independent management company ("Administrator") to administer the joint security and maintenance functions for The Four Parties under the 1990 Gate Agreement and the 1999 Road Agreement, apportion the expenses for such activities as set forth in this Agreement, and bill and collect payments from each of The Four Parties under the 1990 Gate agreement and the 1999 Road Agreement. The Administrator shall begin to provide said services no later than ninety (90) days after the meeting of The Four Parties. The cost of the Administrator shall be apportioned between the Four Parties as follows:

Old Trail:	35.7%
Ranch Colony:	45.7%
The Links:	4.2%
Tailwinds:	14.4%

Also within thirty (30) days of the date of this Agreement, the Four Parties shall meet to negotiate the terms of a formal agreement that establishes the terms of the relationship among the Four Parties, but any such formal agreement shall not be contrary to any terms of this Agreement. The Four Parties shall be governed by a majority vote, with each of The Four Parties having one vote.

5. DISTRIBUTION OF ESCROW FUNDS

The Parties understand that the Clerk of the Court is currently holding funds related to the Lawsuit in the Court's Registry that have been received through the first quarter of 2008. The Parties shall stipulate to the entry of an order by the Court distributing the funds in the Court Registry to the Jones Foster Johnston & Stubbs, P.A. Trust Account, which shall distribute the funds as follows, within 5 days of its receipt:

Seventy-five percent (75%) shall be paid to Old Trail, by check payable to Carlton Fields, PA Trust Account, and delivered to:

James B. Baldinger  
Carlton Fields, PA  
222 Lakeview Avenue, Suite 1400  
West Palm Beach, FL 33401

The remaining twenty-five percent (25%) shall be paid to Ranch Colony.

6. UNIMPEDED PERPETUAL ACCESS FOR THE CLUB

The Parties agree that The Club shall be entitled to unimpeded, perpetual access, including but not limited to ingress and egress, across Mack Dairy Road, through any gatehouse or security fixture, and into the Old Trail community ("JL Golf Club Access"). The Parties agree not to interfere, directly or indirectly, or cause anyone else to interfere, directly or indirectly,

*JML*

with the JL Golf Club Access. The Parties agree that The Club is not responsible for and may not be charged any money for the JL Golf Club Access, including but not limited to, bar codes or any other method of access through a gatehouse or security fixture, in the past, now or in the future.

The Club will provide the Administrator with an updated electronic listing of members of The Club who are not residents of the Old Trail community, and employees of The Club, on an annual basis, effective July 1, 2008. The barcodes of members of The Club who are not residents of the Old Trail community will be active every day from 6:00 a.m. through 9:00 p.m. The times may be extended for special events by advance notice to the gatehouse, or in the case of an emergency by calling the gatehouse.

7. DISMISSAL OF THE LAWSUIT

The Parties to the Lawsuit shall jointly seek entry of an Order from the Court dismissing the Lawsuit with prejudice, with each party to pay its own attorneys' fees and costs, and closing the account with the Court Registry.

8. MUTUAL RELEASES OF TAILWINDS AND THE LINKS

Old Trail, The Club and Ranch Colony, on the one hand, and Tailwinds and The Links on the other hand, hereby release one another from any and all claims which were or could have been brought in the Lawsuit.

ACCEPTED AND AGREED:

OLD TRAIL HOMEOWNERS  
ASSOCIATION, INC., a Florida not-for-profit  
corporation

By: \_\_\_\_\_

Richard G. Cerepka

Attorney: \_\_\_\_\_

James B. Baldinger

JONATHAN'S LANDING GOLF CLUB,  
INC., a Florida not-for-profit corporation

By: \_\_\_\_\_

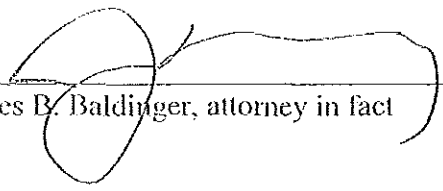
Raymond M. Slattery

Attorney: \_\_\_\_\_

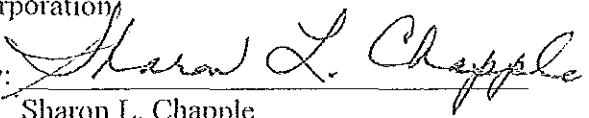
Susan F. Kornspan

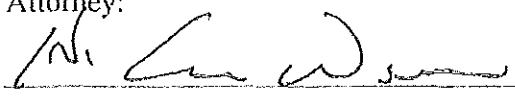
JMC

H. JOHN WITHERS REVOCABLE LIVING TRUST

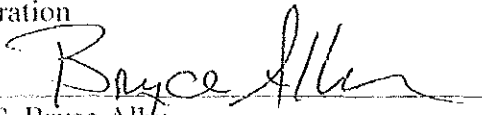
By:   
James B. Baldinger, attorney in fact

RANCH COLONY PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation

By:   
Sharon L. Chapple

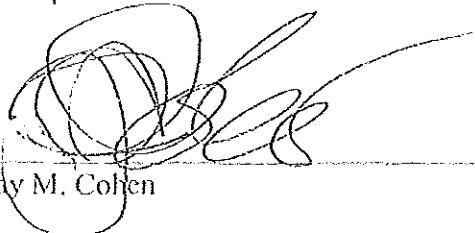
Attorney:   
H. Adams Weaver

THE LINKS PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By:   
C. Bryce Allen

TAILWINDS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By:   
Samuel S. White

Mediator:   
Jay M. Cohen

JMC

## AGREEMENT

The parties to this Agreement are Ranch Colony Property Owners Association, Inc. ("RCPOA"), Old Trail Homeowners Association, Inc. ("OTHOA"), Tailwinds Homeowners Association, Inc. ("Tailwinds"), and Links Property Owners Association, Inc. ("Links") (individually, a "Party", and collectively, the "Parties"), all of which are not for profit corporations of the State of Florida.

### WHEREAS:

A. On September 25, 1990, the Parties entered into the Agreement for the building and maintenance of a gatehouse and gates at 20100 S.E. Mack Dairy Road (the "1990 Gatehouse Agreement"), and on February 11, 1999, the Parties entered into the "Four Party Agreement" for the maintenance of a section of Mack Dairy Road for the 2.1 mile length between the intersection of Old Indiantown Road and the intersection of S.E. Ranch Road North (the "1999 Road Maintenance Agreement").

B. On April 18, 2008, the Parties entered into a third agreement (the "Settlement Agreement"). The Settlement Agreement provides for, among other things, new and different percentages for the Parties' sharing of costs under the 1990 Gatehouse Agreement and 1999 Road Maintenance Agreement than those previously applied; for an independent administrator (the "Administrator") to administer the 1990 Gatehouse Agreement and the 1999 Road Maintenance Agreement; and for the Parties to negotiate the terms of a formal agreement of the relationship among the Parties, not contrary to any terms of the Settlement Agreement. This Agreement is that formal agreement referenced in the Settlement Agreement.

### THEREFORE, the Parties agree as follows:

1. The foregoing recitals are true and correct, and incorporated into this Agreement. This Agreement hereby replaces and supercedes the 1990 Gatehouse Agreement and the 1999 Road Maintenance Agreement.

2. The Parties agree to maintain Mack Dairy Road and related easement for the approximate 2.1 mile section from Old Indiantown Road to S.E. Ranch Road North in good condition for the joint and mutual use of the Parties, their successors and assigns, and their licensees, employees and guests (the "Road Maintenance"). For this purpose, "Road Maintenance" shall include both near-term and long-term components, as follows: near-term maintenance shall include regular mowing, edging, fertilization, tree trimming and invasive cleanup of both the East and West rights-of-way, Mack Dairy Road medians, and the repair of "potholes" and any other localized damage to the road surface or right-of-way; and long-term maintenance includes provisions for the engineering review and financial planning/reserves necessary for future major repair or refurbishment to the road subgrade and surface and related easement/right of way and its improvements.

3. The Parties agree to contribute to the construction, maintenance and operation of the gatehouse, gates and related structures, and 24 hours 7 days per week year round personnel requirements (the "Gate Maintenance"), for the joint and mutual use of the Parties, their successors and assigns, and their licensees, employees and guests.

4. The Parties agree to formalize the relationship among them by organizing and operating as a Florida corporation. Each Party shall appoint one representative and one alternate to the board of said corporation, which presently is known as the Ranch Colony Four Party Maintenance Association, Inc. In the event that any Party shall fail to appoint a representative to the board, the remaining members shall be vested with authority to perform the duties set forth in this paragraph. Each Party shall have one (1) vote on the board, exercisable by the Party's representative, and all board matters shall be decided by majority vote. The board shall be empowered to do all things authorized by law that are not inconsistent with this Agreement and not contrary to the Settlement Agreement. This shall include the appointment of the Administrator to administer the joint security and maintenance functions for the Parties, to apportion the expenses for such activities as set forth in this Agreement, and to bill and collect payments from each of the Parties under this Agreement.

5. Each Party shall pay its share of the costs of the Road Maintenance and the Gate Maintenance in the following percentages:

RCPOA	69%
Tailwinds	14.4%
Links	4.2%
OTHOA	12.4%

6. Each Party shall pay its share of the costs of the Administrator (the "Administrator Costs") in the following percentages:

RCPOA	45.7%
Tailwinds	14.4%
Links	4.2%
OTHOA	35.7%

7. In its billings of the Administrator Costs to each of the Parties, the Administrator shall separate out its costs associated with Road Maintenance from its costs associated with Gatehouse Property.

8. Billings to the Parties shall be quarterly, in accordance with the annual budget, and shall not include reserves. The board shall establish a schedule of estimated future costs for long-term maintenance, and shall recommend to each Party an amount and rate of accrual commensurable with the estimate. Provisions for cost accrual and accounting shall be recommended by the board. The Parties shall cooperate with the board in establishing the recommended arrangements for the retention and expenditures



of reserves. The accrual of reserves and their retention shall be the responsibility of each individual Party.

9. Prior to the filing of any litigation related to this Agreement, the Parties agree to participate in a mediation. If the mediation is unsuccessful, the Parties agree to participate in a second mediation, before any such litigation may be filed. The Parties agree to share equally in the cost of the mediators, and each Party agrees to be responsible for its own legal fees related to such mediations. In the event any action is brought relating to this Agreement, the Parties agree that venue shall be in Martin County, Florida, and the prevailing party shall recover from the non-prevailing party its reasonable costs and attorneys' fees. Each Party is entitled to specific performance of this Agreement without the need for showing an inadequate remedy at law, irreparable harm or the posting of a bond.

10. This Agreement shall be binding upon the heirs, successors and assigns of each of the Parties, and effective upon the date of the last signature hereto.

**RANCH COLONY PROPERTY OWNERS ASSOCIATION, INC.**

By: [Signature]  
Print Name: THEODORE C. WELSH  
As its: Vice President  
Dated: 3-12-09

**OLD TRAIL HOMEOWNERS ASSOCIATION, INC.**

By: [Signature]  
Print Name: Jack Ebarhe  
As its: Vice President  
Dated: 3/21/09

**TAILWINDS HOMEOWNERS ASSOCIATION, INC.**

By: [Signature]  
Print Name: ROBERT GROSS  
As its: PRESIDENT  
Dated: 6-16-2009

**LINKS PROPERTY OWNERS ASSOCIATION, INC.**

By: [Signature]  
Print Name: Bryce Albu  
As its: President  
Dated: 3/12/09

408037

THREE-PARTY AGREEMENT

THIS AGREEMENT, Made and entered into this 27th day of February, 1980, by and between RANCH COLONY PROPERTY OWNERS' ASSOCIATION, INC., a non-profit Florida corporation, herein known as "Ranch Colony," THE LINKS PROPERTY OWNERS' ASSOCIATION, INC., a non-profit Florida corporation, herein known as "The Links", and CARL J. BERST, herein known as "Berst";

W I T N E S S E T H :

WHEREAS, Ranch Colony is the association formed by owners of parcels in Ranch Colony Development located in the Northern portions of Section 27, Township 40 South, Range 41 East, Martin County, Florida; and

WHEREAS, "The Links" is an association formed by the owners of forty-nine lots surrounding the above mentioned golf course located in Section 27, Township 40 South, Range 41 East, Martin County, Florida; and

WHEREAS, Berst is the owner and developer of a golf course to be known as "The Links" located in the Southern portions of Section 27, Township 40 South, Range 41 East, Martin County, Florida; and

WHEREAS, "Ranch Colony Way" is a private road located through and in and about the properties owned by the said respective parties as shown on Exhibit "A" attached hereto and made a part hereof by reference; and

WHEREAS, it is to the mutual advantage of the parties hereto to provide for the maintenance of said road and to pay the cost thereof;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and \$1.00 paid by each party to the other, it is covenanted and agreed as follows:

<sup>8 R</sup>  
BOOK 519 PAGE 2378

1. It is the mutual responsibility of the three parties to this Agreement to maintain said road in good condition for the joint use of the parties hereto and their successors and assigns, and licenses and guests;

2. Each party hereto covenants and agrees to pay one-third respectively of the costs necessary for such maintenance.

3. Each party hereto covenants and agrees to appoint a representative to a three-man committee which shall be empowered to do all things necessary and appropriate to maintain said roads including the employment of workmen, contractors and materialmen, and the payment therefor.

4. The Committee shall apportion the cost thereof to each of the parties hereto and the cost thereof shall be promptly paid to the Committee.

5. In the event any party hereto shall fail to appoint a representative to the Committee as above described, then the other appointees shall be vested with the authority to do the above and foregoing;

6. This Agreement shall be enforceable in the Courts of the State of Florida in the event any party hereto shall default in his or its obligation hereunder.

This agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

In the presence of:

Jean M. Henne  
Ann E. Allen  
Jean M. Henne  
Ann E. Allen  
Carl J. Berst  
Elizabeth Provost

RANCH COLONY PROPERTY OWNERS'  
ASSOCIATION, INC.

By [Signature]

THE LINKS PROPERTY OWNERS'  
ASSOCIATION, INC.

By [Signature]

Carl J. Berst (SEAL)  
CARL J. BERST

'O.R.'  
BOOK 519 PAGE 2379

DEDICATION OF PARK AND AGREEMENT  
FOR MAINTENANCE OF PARK

THIS AGREEMENT, Made and entered into this 30 day of Nov. 1979, by and between RANCH COLONY, INC., a Florida corporation, herein known as "Developer", RANCH COLONY HOMEOWNERS ASSOCIATION, INC., a non-profit Florida corporation, herein known as "Ranch Colony", and THE LINKS PROPERTY OWNERS ASSOCIATION, INC., a non-profit Florida corporation, herein known as "The Links";

W I T N E S S E T H:

WHEREAS, Ranch Colony is the association formed by owners of parcels in Ranch Colony Development located in the Northern portions of Section 27, Township 40 South, Range 41 East, Martin County, Florida; and

WHEREAS, The Links is an association formed by the owners of forty-nine lots surrounding a golf course located in a Planned Unit Development (PUD) known as "The Links", which is located in the Southern portion of Section 27, Township 40 South, Range 41 East, Martin County, Florida, and

WHEREAS, the Developer is the owner of a parcel of land comprising 13.35 acres located in Section 27, Township 40 South, Range 41 East, Martin County, Florida, which is more fully described on Exhibit "A" attached hereto and made a part hereof by reference, herein known as "Park"; and

WHEREAS, the Developer intends to convey and dedicate said park to and for the use and benefit of the owners of parcels in Ranch Colony Development and the owners of the forty-nine lots in The Links to be used exclusively for park and recreational purposes; and

WHEREAS, it is to the mutual advantage of the parties hereto to accept said dedication and to provide for the maintenance and management of said park and to pay the cost thereof.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and \$1.00 paid by each party to the other, it is covenanted and agreed as follows:

1. Developer does herewith convey and grant in perpetuity unto Ranch Colony Homeowners' Association, Inc., and The Links Property Owners' Assoc., Inc., for the use and benefit of the owners of parcels of land in the Ranch Colony Development and the owners of the forty-nine lots in the PUD known as The Links, the absolute right to use the park described on Schedule A hercof for park and recreational purposes. Each owner of parcels or lots as hereinabove described is herewith granted a non-exclusive easement in common with the owners of other parcels and lots to use said lands for said purposes in perpetuity. This conveyance of easement shall be deemed as a covenant running with said lands.

2. Developer covenants and agrees to execute a fee simple deed to said lands to Ranch Colony Homeowners' Association, Inc. with the restriction contained therein that said lands shall be used only for park and recreational purposes and are subject to the terms and conditions of this Agreement, which shall be recorded simultaneously with said deed.

3. Developer covenants and agrees that in the execution of deeds of conveyance for said forty-nine lots in the PUD and the parcels in Ranch Colony, specific reference shall be made to this Agreement and the rights conveyed hereunder and the obligations set forth herein.

4. Ranch Colony and The Links do herewith covenant and agree that each Homeowners' Association shall pay respectively one-half of the costs of maintaining and improving said park as it may be determined from time to time in the future as hereinafter set forth.

5. Ranch Colony and The Links covenant and agree to appoint a four-man committee comprised of two persons from The Links and two persons from Ranch Colony, which committee shall be empowered to do the following:

- (a) Make rules and regulations for the use and enjoyment of the park;
- (b) Do all things necessary and appropriate to maintain

O R  
BOOK 487 PAGE 1810

the park for the purposes intended, including the employment of workmen, contractors and materialmen;

(c) Apportion the cost of maintenance and improvements equally to each Association and provide schedules for payment thereof;

6. Ranch Colony and The Links covenant and agree that their respective By-Laws shall reflect the matters and things contained in this Agreement and that each Association will promptly implement the matters and things required to fulfill the acts of the above committee. Each Association shall apportion its respective costs amongst its membership as it shall deem appropriate according to its own rules.

7. In the event either Ranch Colony or The Links should fail to appoint two representatives to the committee as above described, then the other appointees shall be vested with the authority to fulfill the acts of the committee.

8. Ranch Colony and The Links may amend by mutual agreement the terms of this Agreement which are applicable to the appointment of the committee and the administration of the park..

9. This Agreement shall be enforceable in the Courts of the State of Florida in the event any party hereto shall default in his or its obligation hereunder.

This Agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

In the presence of:

Anne E Allen  
Susan Brooks

Anne E Allen  
Susan Brooks

RANCH COLONY, INC.

By Gilbert P. Edwards  
Gilbert P. Edwards, President

RANCH COLONY HOMEOWNERS'  
ASSOCIATION, INC.

By Gilbert P. Edwards

BOOK 487 PAGE 1811

THE LINKS PROPERTY OWNERS' ASSOCIATION,  
INC.

Anne & Allen BY: [Signature]  
Susan Brooks

742354

RECORDED

AFFIDAVIT

STATE OF FLORIDA     )  
                          ) SS:  
COUNTY OF BROWARD    )

BEFORE ME, the undersigned authority, personally appeared GILBERT P. EDWARDS, who after being duly sworn, deposes and states as follows:

1. Affiant is the President of RANCH COLONY, INC., a Florida corporation.

2. Affiant was the President of said corporation on April 10, 1980, and as such, executed a document entitled "Amendment to Ranch Colony Permitted Uses and Restrictions and Deed of Dedication" (hereinafter referred to as "Amendment"), which was thereafter recorded in Official Records Book 505, Page 1676, of the Public Records of Martin County, Florida.

3. Paragraph 3 of the Amendment refers to a certain agreement entitled "Dedication of Park and Agreement for Maintenance of Park dated the 20th day of December, 1979, by and between Ranch Colony, Inc., Ranch Colony Property Owners Association, Inc. and The Links Property Owners Association, Inc." (hereinafter referred to as "Dedication").

4. Affiant is familiar with the Dedication, and the date, 20th day of December, 1979, is incorrect and erroneous because the actual date of the Dedication and the date that should have been referred to in said paragraph 3 was in fact the 30th day of November, 1979.

5. The document recorded in Official Records Book 487, Page 1809, of the Public Records of Martin County, is dated November 30, 1979 and is in fact the original Dedication referred to in paragraph 3 of the Amendment.

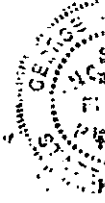
SE 790 MAR 22 1980



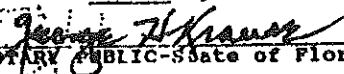
6 To the best of Affiant's knowledge, there never was a  
Dedication of Park and Agreement for Maintenance of Park dated  
December 29, 1979, and the only such document was the Dedication  
referred to above.

FURTHER AFFIANT SAYETH NAUGHT.

  
GILBERT P. EDWARDS




SWORN TO AND SUBSCRIBED before  
me this 26 day of October, 1988.

  
NOTARY PUBLIC - State of Florida

My commission expires:

Notary Public - State of Florida  
My Commission Expires Oct. 15, 1991

FILED FOR RECORD  
HARTIN CO. FLA.  
88 DEC - 5 AM 8:16  
MARSHA STILLER  
CLERK OF CIRCUIT COURT  
BY   
D.C.

BOOK 790 PAGE 2267

RESOLUTION NO. R-81-426

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF A MAINTENANCE INDEMNITY AND HOLD HARMLESS AGREEMENT BETWEEN PALM BEACH COUNTY AND RANCH COLONY, INC., AND THE LINKS PROPERTY OWNERS ASSOCIATION.

WHEREAS, Mack Dairy Road right-of-way is located approximately four (4) miles west of the Florida Turnpike, and north of S. R. 706 and,

WHEREAS, Mack Dairy Road is an existing shellrock road which serves both Palm Beach County and Martin County residents, and

WHEREAS, the Developer shall construct a "paved roadway" within the right-of-way while retaining the existing trees within the 80' right-of-way in order to maintain the beauty of the road and the area, and

WHEREAS, Palm Beach County residents who currently are served by Mack Dairy Road enjoy the beauty of the drive and wish to have the existing trees retained, and

WHEREAS, at the present time Palm Beach County maintains the existing unimproved shellrock road by periodic re-grading, and

WHEREAS, the Developer, and the Links Property Owners' Association upon execution of the Agreement assumes full responsibility for all maintenance obligations of Mack Dairy right-of-way, and

WHEREAS, the Developer, and the Links Property Owners' Association will indemnify Palm Beach County and assume legal responsibility for the right-of-way and all improvements within said right-of-way natural or manmade in connection with the paving and retention of trees on Mack Dairy Road.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Palm Beach County hereby acknowledges the Developer's request to improve the existing Mack Dairy Road in order to retain the existing trees in the right-of-way, to the terms and conditions of the attached Maintenance, Indemnity and Hold Harmless Agreement dated March 31, 1981.

The foregoing Resolution was offered by Commissioner Ryatt who moved its adoption. The motion was seconded by Commissioner Koehler and, upon being put to a vote, the vote was as follows:

FRANK H. FOSTER  
NORMAN R. GREGORY  
PEGGY B. EVATT  
DENNIS P. KOEHLER  
BILL BATLEY

AYE  
AYE  
AYE  
AYE  
NAY

The Chairman thereupon declared the Resolution duly passed  
and adopted this 31st day of March, 1981.

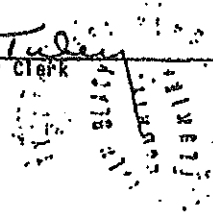
PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

JOHN B. DUNKLE, Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: John B. Dunkle  
Deputy Clerk

By: John P. Brantley  
County Attorney



MAINTENANCE, INDEMNITY AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT made and entered into this 31st day of March, 1981, by and between RANCH COLONY, INC., a Florida Corporation, herein referred to as "RANCH COLONY"; THE LINKS PROPERTY OWNERS' ASSOCIATION, INC., a Florida non-profit Corporation, herein referred to as the "ASSOCIATION"; and PALM BEACH COUNTY, a political subdivision of the State of Florida, herein referred to as the "COUNTY."

W I T N E S S E T H :

WHEREAS, RANCH COLONY is the owner of the land comprising that Planned Unit Development located in Section 27, Township 40, Range 4 East, Martin County, Florida, known as THE LINKS, access to which is by means of Mack Dairy Road, a portion of which (the "Segment") extends from S.R. 706 north approximately 3,300 feet to the northern right-of-way line Jupiter Grade, known as Old Indiantown Road (the "Termination Point"), all lying within an 80' right-of-way owned by the COUNTY; and

WHEREAS, RANCH COLONY, the ASSOCIATION, and their respective successors in interest, upon execution of the agreement by all parties, shall undertake all obligations with respect to the construction and maintenance of the Segment, and will agree to indemnify and hold the COUNTY harmless from all claims and liabilities, including a duty to defend, arising out of the COUNTY'S ownership of the right-of-way.

NOW, THEREFORE, the parties hereto agree as follows:

1. RANCH COLONY shall construct the "paved roadway segment" as a two-lane roadway within the right-of-way. When completed, the roadway shall be certified by a registered Florida Engineer of Record as being equivalent to the County's standards. The "roadway" shall be considered that area below the asphalt surface only.

2. RANCH COLONY, the ASSOCIATION, and their respective successors in interest to the lands comprising THE LINKS, hereby agree to maintain, repair and resurface, when necessary, Mack Dairy Road within the Segment and to perform all maintenance within the 80' right of way such as removal of any fallen trees or branches, maintenance of drainage facilities necessary for drainage of this segment of Mack Dairy Road; to provide funds to the County from time to time for posting of legal highway, traffic control

Recorded in MARTIN COUNTY, FL OR BK S,  
Pg 2381, MARCH 31, 1981

and regulatory signs, and highway markings such as, but not limited to, "STOP"; "SPEED"; "CAUTION" and similar signs; and further agrees to indemnify the COUNTY and hold the COUNTY harmless from any and all liability, including the duty to defend, for any and all claims for liability arising by reason of the COUNTY'S ownership or placement of traffic control or regulatory signs along said roadway.

3. RANCH COLONY, and the ASSOCIATION shall not object to the COUNTY issuing permits to provide for future intersecting road needs including all necessary requirements to meet good highway engineering practices, such as, but not limited to, clearing of right-of-way to achieve horizontal sight distances, requirements for additional pavement to accommodate vehicle turning movements, posting of legal traffic control signs, and placement of utility lines, etc.

4. It shall be RANCH COLONY and the ASSOCIATION'S obligation to budget, annually, sufficient funds necessary to maintain the right-of-way and to reimburse the COUNTY for any and all expenditures associated with such maintenance actions authorized and performed by the COUNTY, including any emergency action such as may be occasioned by hurricane, wind storms, or similar crises.

5. This Agreement shall serve as RANCH COLONY and the ASSOCIATION'S acknowledgment to cause the above improvements to be undertaken without the loss of maintaining two-way traffic during construction. Improvements shall be completed within four months of agreement execution, or said agreement shall be null and void.

6. PALM BEACH COUNTY will provide "courtesy review only" during construction. The review will be limited to verification of quantity and quality of material required to upgrade the roadway as noted in Paragraph No. 1.

7. The Engineer of Record shall submit "As Built" drawings certified in accordance with Paragraph No. 1, on which is represented the actual roadway section built, including but not limited to profile elevations, pavement width, and improvements necessary for proper and adequate drainage.

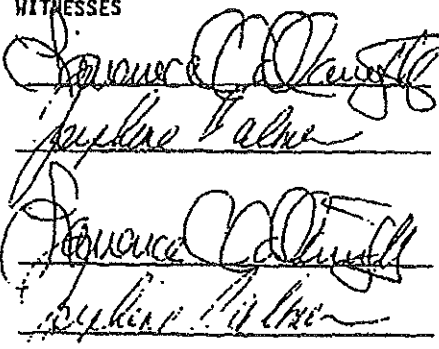
8. It is the understanding of all parties that the right way will always remain "open to the public" and shall not be misconstrued private facility to solely serve RANCH COLONY and the ASSOCIATION. Further this agreement in no way limits the COUNTY, now or in the future, from upgrading this facility beyond the scope of this agreement.

9. RANCH COLONY and/or the ASSOCIATION, and their respective successors in interest shall, during the term of this Agreement, maintain in effect a liability insurance policy issued by an insurance company licensed to do business in the State of Florida, naming the COUNTY as an insured; and shall, no less frequently than annually, submit to the COUNTY a copy of the endorsement of said policy naming the COUNTY as an insured. Said policy shall provide coverage in an amount of not less than one million (\$1,000,000.00) dollars (property damage and liability) per incident per individual, and shall contain a duty to defend. The dollar amount of such coverage shall be increased biannually, in direct proportion to any increase (but not decrease) in the cost of living, as published by the United States Department of Commerce. Said insurance policy shall in no way limit or relieve RANCH COLONY, the ASSOCIATION, or their successors in interest from any liabilities or duties imposed by this Agreement.

10. The obligations, under this Agreement, of RANCH COLONY and the ASSOCIATION, and their respective successors in interest, shall constitute a covenant running with the land, to wit, THE LINKS, a Planned Unit Development recorded in Official Records Book 487, Pages 1791-1813, Martin County, and shall be in perpetuity.

11. This Agreement shall be recorded in the Public Records of Palm Beach County and Martin County, Florida.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals to this Agreement this 31st day of March, 1981.

WITNESSES  


RANCH COLONY, INC.  
By: \_\_\_\_\_  
Attest: \_\_\_\_\_  
THE LINKS PROPERTY OWNERS ASSOCIATION, INC.  
By: \_\_\_\_\_  
Attest: \_\_\_\_\_

ATTEST:

JOHN B. DUNKLE, Clerk

By: Deo T. Deo  
Deputy Clerk

PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

By: Frank H. Foster  
Chairman

MAR 3 1 19

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: [Signature]  
County Attorney

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this April day of April, 1981, by Gilbert P. Edwards and Jean M. Henri President and Assistant Secretary respectively of RANCH COLONY, INC., a Florida Corporation, on behalf of said Corporation.

[Signature]  
Notary Public

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this April day of April, 1981, by Gilbert P. Edwards and Jean M. Henri President and Assistant Secretary respectively of THE LINKS PROPERTY OWN ASSOCIATION, INC., a Florida non-profit Corporation, on behalf of said Corporation.

[Signature]  
Notary Public

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this March day of March, 1981, By: Frank H. Foster for PALM BEACH COUNTY, a political subdivision of the State of Florida, behalf of said political subdivision.

[Signature]  
Notary Public

Notary Public, State of Florida at Large  
My Commission Expires Aug. 12, 1984

STATE OF FLORIDA     )  
                          ( SS.  
COUNTY OF PALM BEACH )

I, JOHN B. DUNKLE, Clerk of the Circuit Court of the Fifteenth Judicial Circuit and ex-officio Clerk of the Board of County Commissioners of Palm Beach County, Florida, do hereby certify that the above and foregoing is a true and correct copy of a

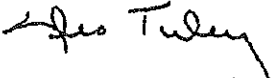
RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF A MAINTENANCE INDEMNITY AND HOLD HARMLESS AGREEMENT BETWEEN PALM BEACH COUNTY AND RANCH COLONY, INC., AND THE LINKS PROPERTY OWNERS ASSOCIATION

being Resolution No. R-81-426 adopted by the Board of County Commissioners in meeting held March 31 , 1981 , as same appears of record in County Commissioners Minutes No. 144 in this office.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Board this 6th day of April , A.D. 1981.

JOHN B. DUNKLE, Clerk  
Board of County Commissioners

By

  
Deputy Clerk

( S E A L )