

THIS AGREEMENT made this 5th day of Apr: 1 2006, by and between **FOREST GREEN HOMEOWNERS ASSOCIATION, INC., (FGHA), a Florida not for profit corporation,** and **WINDSOR OAKS WAY HOMEOWNERS ASSOCIATION, INC., (WO), a Florida not for profit corporation.**

WHEREAS, FGHA is a non profit homeowners association formed for the purpose of promoting the recreation, health, and welfare of the residents of Forest Green and maintaining the roads, holding ponds, and common areas contained with the Forest Green subdivision; and

WHEREAS, FGHA is responsible for the maintenance, repair and upkeep of the following roads contained within the Forest Green subdivision:

1. Forest Green Drive
2. Pepperridge Way
3. Gray Birch Way
4. Sugar Maple Way
5. Copper Beech Court; and
6. White Ash Way

WHEREAS, WO is a non profit homeowners association formed for the purpose of promoting the recreation, health, and welfare of the residents of Windsor Oaks and for the maintenance of the common areas and the contribution for the maintenance of Forest Green Drive, a private street; and

WHEREAS, the members of WO have the right to lawfully use and enjoy the privately owned road known as Forest Green Drive; and

WHEREAS, the members of WO desire to participate in the cost of operating and maintaining the privately owned road know as Forest Green Drive; and

WHEREAS, WO shall have no responsibility to share in any FGHA costs that are not specifically attributable to operation and maintenance of Forest Green Drive.

Now, therefore, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. FGHA and WO agree that the above representations are true and correct and incorporate them herein.

2. The costs associated with operating and maintaining Forest Green Drive will be divided into two groups: a.) Operating Expense, and b.) Capital Expense. Operating Expense shall include liability insurance premiums, street lighting and minor repairs. Minor repairs shall consist of work items, such as filling potholes, which, in aggregate, cost less than or equal to one-thousand dollars (\$1,000.00) per calendar year. Capital Expense shall include capital improvements, such as paving, and major repairs. Major repairs shall consist of work items which, in aggregate, cost more than one-thousand dollars (\$1,000.00) per calendar year.
3. OPERATING EXPENSES. FGHA will be responsible for paying all Operating Expenses, as those expenses are incurred. No later than January 30th of each year, FGHA shall deliver to WO a detailed accounting of the actual Operating Expense for the previous calendar year, along with copies of supporting invoices and payments. Not later than thirty (30) days after receiving this information, WO shall make an annual payment to FGHA for WO's share of Operating Expense for the prior calendar year. Because some FGHA expense items are only partially allocable to Forest Green Drive, WO agrees to be financially responsible for the following:
 - a.) Street Lighting – 11% of total of Forest Green subdivision electric for lighting
 - b.) Liability Insurance Premium – 7% of total
 - c.) Minor Repairs – 18% for work done exclusively to Forest Green Drive. WO will not be held responsible for work that does not include Forest Green Drive
4. CAPITAL EXPENSE. FGHA shall consult annually with WO to plan any work that shall qualify as a Capital Expense. FGHA will develop a long-term capital budget for the purpose of funding future Capital Expense work. WO may use this long-term budget to set yearly assessment amounts. The WO Board shall designate a member of their Board to participate in the five-member FGHA Roadway Task Force in developing and approving Capital Outlay Projects. At such time as FGHA contractually commits to a Capital Expense work item, FGHA shall notify WO of WO's collective share of the Capital Expense. WO shall convey the stated amount to FGHA no later than sixty (60) days after this notification.

5. CONVEYANCE OF FUNDS. In that each WO Lot Owner is individually responsible for his/her/their share, 1/15 th, of WO's share of operating and capital expenses, WOHA shall be responsible for collection and conveyance of funds to FGHA by the specified date. If a WOHA member fails to remit the needed payment by the due date then WOHA shall as described in the Declaration of Covenants, Conditions and Restrictions of Windsor Oaks Way Homeowners Association, recorded in Official Records Book 2778, Page 1712 of the Public Records of Leon County, Florida, enact a lien against each delinquent Declarant's Lot for FGHA to include interest thereon and the cost of collection thereof. The lien shall be recorded in FGHA's name, and FGHA shall be provided with a copy of the lien after it has been recorded. This lien shall be taken by FGHA in lieu of the WO Lot Owner's payment amount.

If the WO's share is not paid within ten (10) days after the delinquency date, the WO's share shall bear interest from the date of delinquency at the maximum rate allowable by law and FGHA may bring an action at law against the WOHA and each Lot Owner or may foreclose the lien against each Lot, and there shall be added to the amount of such WO's share the cost of such action. In the event a judgment is obtained, such judgment shall include interest on the WO's share as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

The lien provided for herein shall be subordinated to the lien of any first mortgage now or hereafter placed upon the properties described in this section. Sale of transfer of any Lot shall not affect the lien.

**FOREST GREEN HOMEOWNERS
ASSOCIATION, INC.**

Robert Goddard
Signature

Robert Goddard
Printed Signature

Robert Goddard
BY: Robert Goddard
ITS: President, Forest Green
Homeowners Association

[Signature]
Signature

Jonathan H. Butler
Printed Name

[Signature]
Signature

Matthew R. Lincoln
Printed Name

[Signature]
Signature

VANCE MURCHISON
Printed Name

WINDSOR OAKS WAY HOMEOWNERS
ASSOCIATION, INC.

BY: [Signature]
ITS: Jonathan H. Butler
President, Windsor Oaks HOA

STATE OF FLORIDA
COUNTY OF LEON

The foregoing was acknowledged before me this 12 day of April, 2006 by Robert Goddard as President of Forest Green Homeowners Association, Inc., who is personally known to me or who has produced _____ as identification and who did/did not take an oath.



Holly H. Stafford
MY COMMISSION # DD240108 EXPIRES
November 3, 2007
BONDED THRU TROY FARM INSURANCE, INC.

Holly H. Stafford
NOTARY PUBLIC

Holly H. Stafford

STATE OF FLORIDA
COUNTY OF LEON

The foregoing was acknowledged before me this 5 day of April, 2006 by Jonathan H. Butler as President of Windsor Oaks Homeowners Association, Inc., who is personally known to me or who has produced FL DL Exp. 6/3/2009 as identification and who did/did not take an oath.

NOTARY PUBLIC-STATE OF FLORIDA
L. Booth
Commission # DD514168
Expires: FEB. 02, 2010
Bonded Thru Atlantic Bonding Co., Inc.

L. Booth
NOTARY PUBLIC