

ROTONDA WEST ASSOCIATION, INC.

**BOARD RESOLUTION REGARDING  
MAINTENANCE OF BROADMOOR PARK BY ADJACENT LOT/TRACT OWNERS**

WHEREAS, Rotonda West Association, Inc. ("Association") is the corporation charged with the operation, maintenance, management of Rotonda West (the "Community"); and

WHEREAS the Board of Directors (the "Board") is the entity responsible for the operation of the Association; and

WHEREAS Section 19(i) of the Amended Restatement of Restrictions for Rotonda West (the "Restrictions") as recorded on November 11, 2020, provides the Association, through its Board of Directors, with authority to adopt rules regarding the use and maintenance of the Common Areas; and

WHEREAS Section 19(a) of the Restrictions provides that no portion of the Common Areas may be cleared of vegetation or in any way altered without prior written Board approval; and

WHEREAS the Board desires to allow Lot/Tract Owners adjacent to Tract G of Rotonda West Broadmoor, recorded in Plat Book number 8 pages 18A through 18L of the Charlotte County Public Records, commonly referred to as Broadmoor Park ("Broadmoor Park") to maintain a portion of Broadmoor Park; and establish rules and regulations relative to this authority to maintain.

NOW, THEREFORE, it is hereby resolved as follows:

1. The above recitations are true and correct and are hereby incorporated into this Resolution.
2. The Board of Directors establishes the following rule relating to the maintenance of Broadmoor Park by Adjacent Lot/Tract Owners:

**RULE REGARDING MAINTENANCE OF BROADMOOR PARK BY ADJACENT  
LOT/TRACT OWNERS**

- A. Owners of Lots/Tracts adjacent to Broadmoor Park may mow the portion of Broadmoor Park that extends thirty feet (30') from the shared Lot/Tract line into Broadmoor Park for the entire width of the Lot/Tract. Notwithstanding the foregoing, if there is a pond or swale within one hundred feet (100') of the shared Lot/Tract line between a straight extension of the side Lot/Tract lines of the Owner's Lot/Tract, the adjacent Owner may maintain up to the pond or swale, except that no maintenance may be performed more than one hundred feet (100') from the shared Lot/Tract line.
- B. The Adjacent Lot/Tract Owner must first submit a Maintenance Agreement Form, a copy of which is attached hereto as Exhibit "A", together with complete plans and specifications identifying the location, width, and depth of the area to be maintained before commencing maintenance of Broadmoor Park. These items must be submitted before the Board will consider the adjacent Lot/Tract Owner's request. No adjacent Lot/Tract Owner may maintain any portion of Broadmoor Park until Board approval is obtained.
- C. Once the Board has approved the Adjacent Lot/Tract Owner's request to maintain a portion of Broadmoor Park, the President of the Board is authorized to execute the Broadmoor Park Maintenance Agreement on behalf of the Association.
- D. Any approval granted by the Board to maintain a portion of Broadmoor Park is applicable only to the adjacent Lot/Tract Owner requesting approval. The approval does not attach to nor does it run with the Lot/Tract. Transfer of the Lot/Tract to another individual(s) or entity will trigger the requirement to again seek approval as set forth above if the new Lot/Tract Owner wishes to continue to maintain a portion of Broadmoor Park.

- E. Maintaining any portion of Broadmoor Park without prior Board approval, maintaining a portion of Broadmoor Park outside of the area approved by the Board, and all other violations of the Deed Restrictions shall constitute a violation, subject to enforcement as set forth in the Governing Documents and Florida law, both as amended from time to time.

Broadmoor Park Maintenance Resolution was adopted by the Board of Directors on the li. day of January 2021 and is effective upon adoption.

There are seven (6) ~~f~~al Board members. The number of Board members who voted in favor of this Resolution is     . The number of Board members who voted against this Resolution is     . The vote of each Director is reflected in the minutes of the meeting at which this Resolution was adopted.

ROTONDA WEST ASSOCIATION, INC.

By: Patricia W. Aho

Patricia W. Aho, President

Date: January 14, 2021

(CORPORATE SEAL)

EXIDBIT "A"

BROADMOOR PARK MAINTENANCE AGREEMENT

This Broadmoor Park Maintenance Agreement (the "Agreement") is made effective the latest date signed below, by and between Rotonda West Association, Inc. (the "Association"), a Florida not-for-profit corporation, and (collectively the "Adjacent Lot/Tract Owner").

WITNESSETH:

WHEREAS Section 19(a) of the Amended Restatement of Restrictions for Rotonda West (the "Restrictions") provides that no portion of the Common Areas may be cleared of vegetation or in any way altered without prior written Board approval; and

WHEREAS Section 19(i) of the Restrictions provides the following relative to the Board's rulemaking authority on this subject:

Without limiting the general rulemaking authority otherwise established in the Governing Documents, the Association, through its Board of Directors, shall have the right to adopt rules regarding the use and maintenance of the Common Areas; and

WHEREAS, the Board, in furtherance of the foregoing authority, desires to allow Lot/Tract Owners adjacent to Tract G of Rotonda Broadmoor, recorded in Plat Book number 8 pages 18A through 18L of the Charlotte County Public Records, commonly referred to as Broadmoor Park ("Broadmoor Park") to mow a portion of Broadmoor Park subject to certain requirements, including but not limited to the requirement to execute a maintenance agreement; and

WHEREAS the Adjacent Lot/Tract Owner is the fee simple owner of the Lot/Tract described as follows, together with the Home located thereon:

Lot \_\_\_\_\_, Rotonda West, Broadmoor, according to the plat thereof as recorded in Plat Book 8, Pages 18A through 18L, inclusive, of the Public Records of Charlotte County, Florida.

Parcel Identification Number: \_\_\_\_\_

Address: \_\_\_\_\_, Rotonda West, FL 33947; and

WHEREAS, the Adjacent Lot/Tract Owner wishes to mow the portion of Broadmoor Park that extends (CHOOSE ONE)

- (1) thirty feet (30') from the shared Lot/Tract line into Broadmoor Park for the entire width of the Lot/Tract *or*
- (2) up to the pond or swale located within Broadmoor Park for the entire width of the Lot/Tract, as shown on the plans attached hereto as Exhibit "A" (attached plans approved by The Board identifying the location, width, and depth of the area to be maintained) (the "Identified Area"); and

WHEREAS, the Board has approved the Adjacent Lot/Tract Owner's request to mow the Identified Area; and

WHEREAS the President of the Board is authorized to execute this Agreement on behalf of the Association to memorialize the Board's approval without further action of the Board.

NOW, THEREFORE, in consideration of approval given by the Board to mow the Identified Area, and in further consideration of the promises herein, and for other good and valuable considerations acknowledge and accepted by the parties hereto, the Adjacent Lot/Tract Owner and the Association do hereby covenant and agree that the above recitals are true and correct and further agree as follows:

1. The capitalized terms in this Agreement shall have the same meanings as used in the Restrictions unless otherwise defined herein.

2. The Adjacent Lot/Tract Owner agrees to undertake and be responsible for all costs and expenses incurred in mowing the Identified Area.

3. The Adjacent Lot/Tract Owner, by execution of this Agreement, affirms that, if the Adjacent Lot/Tract Owner engages the services of a contractor to mow the Identified Area, the Adjacent Lot/Tract Owner will engage the services of a licensed and insured contractor and will supply the Association with a copy of the contractor's license and insurance. The Adjacent Lot/Tract Owner further affirms that the Adjacent Lot/Tract Owner and the contractor will comply with all applicable codes, laws, ordinances, regulations, or other procedures for mowing the Identified Area.

4. The Adjacent Lot/Tract Owner, by execution of this Agreement, agrees to maintain the Identified Area in a first-class manner. The Association and its agents are authorized to inspect the Identified Area from time to time to determine compliance with this Agreement and are granted all easements over the Lot/Tract and licenses necessary for same. If Adjacent Lot/Tract Owner fails to maintain the Identified Area as required herein after written notice from the Association, the Association shall give Adjacent Lot/Tract Owner not less than fourteen (14) days to maintain the Identified Area to the Association's reasonable satisfaction. If said Identified Area is not maintained to the Association's reasonable satisfaction by Adjacent Lot/Tract Owner within such time frame, the Association shall have the right to perform, or have performed, the required maintenance. Adjacent Lot/Tract Owner will be responsible for all costs and expenses incurred. The Adjacent Lot/Tract Owner agrees that as additional security for the payment of costs and expenses which may be owed by Adjacent Lot/Tract Owner to Association in connection with required maintenance performed by or on behalf of the Association (collectively referred to hereinafter as "Charges"), Association shall have a lien for Charges against the Lot/Tract, collectable in the same manner as Assessments as set forth in the Restrictions.

5. The Adjacent Lot/Tract Owner agrees to indemnify, defend, and hold the Association and its successors, officers, directors, agents, employees, and members ("Indemnified Parties") harmless from any claims, actions, costs, or expenses whatsoever, including attorneys' fees, made by any party regarding mowing and associated maintenance of the Identified Area, including, but not limited to those regarding damage to the Identified Area or any portion thereof

or any other portion of the Common Areas or claim of injury to persons or property that occur in connection with mowing and associated maintenance of the Identified Area. Adjacent Lot/Tract Owner agrees to promptly repair any damage caused by or attributable to mowing and associated maintenance of the Identified Area, which shall be determined in the sole discretion of the Association, and to hold the Indemnified Parties harmless from any liability arising as a result of such damage.

6. The Adjacent Lot/Tract Owner will hold the Association harmless from any liens on the Identified Area or any other portion of the Common Areas, in connection with mowing and associated maintenance of the Identified Area. The Adjacent Lot/Tract Owner's contractor is deemed to have waived all rights to file a lien against the Property in connection with mowing and associated maintenance of the Identified Area.

7. The approval of the Board as requested by the Adjacent Lot/Tract Owner shall be evidenced by the execution of this Agreement by the President of the Association. This approval does not attach to nor does it run with the Lot/Tract. Transfer of the Lot/Tract to another individual(s) or entity will trigger the requirement to again seek approval from the Board.

8. This Agreement is expressly understood to be entered into for the benefit of the Adjacent Lot/Tract Owner and the Association and shall be enforceable, at law or equity, by any and all of the parties for whose benefit it runs. This Agreement and the conditions, restrictions and limitations set forth herein shall continue in full force and effect for so long as Adjacent Lot/Tract Owner continues to mow the Identified Area.

9. If at any time the Adjacent Lot/Tract Owner fails to maintain the Identified Area requiring the Association to provide the Adjacent Lot/Tract Owner with the notice addressed in Section 4 hereof more than twice in a six (6) month period or more than four times total, the Agreement shall be deemed terminated upon action of the Board terminating the agreement at a Board meeting at which a quorum of the Board is present without need for joinder by the Lot/Tract Owner. Should the Adjacent Lot/Tract Owner wish to reassume responsibility for mowing the Identified Area, the Adjacent Lot/Tract Owner must seek approval from the Board. This Agreement may also be terminated by written instrument executed and acknowledged by the Adjacent Lot/Tract Owner and the Association. Upon termination, obligations regarding the mowing and associated maintenance of the Identified Area shall be governed by the terms of the Restrictions, which is not otherwise negated by this Agreement in any manner, except where an undertaking herein is contrary to the terms of the Restrictions.

10. The validity or invalidity of any provision of this Agreement, or any part of any provision, which may be severed without affecting the balance of its terms, as determined by a Court of competent jurisdiction, shall in no way affect the validity of the remainder of the provisions after severance, or any other provision hereof.

11. This Agreement shall be governed by the laws of the State of Florida. In connection with any litigation out of this Agreement, whether incurred before the filing of suit, before trial, at trial, on appeal, and in any ancillary or supplementary proceedings, the prevailing party shall be entitled to recover from the other party prevailing party's attorneys' fees and costs, including any fees and costs incurred in determining entitlement or amount of attorneys' fees be awarded. Venue shall lie in Charlotte County, Florida.

IN WITNESS WHEREFORE and intent to be legally boWid the parties have executed this Agreement effective as of the latest date signed below.

(CHOOSE SIGNATURE BLOCK BASED ON WHETHER ADJACENT LOT/TRACT OWNER IS AN INDIVIDUAL OR AN ENTITY)

BLOCK NUMBER 1

"ASSOCIATION"

"ADJACENT LOT/TRACT OWNER(S)"  
(Individual(s))

By:  
Print Name: \_\_\_\_\_  
As Its: President  
Date: \_\_\_\_\_

Date: \_\_\_\_\_

CORPORATE SEAL

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Telephone Numbers: \_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_

BLOCK NUMBER 2

"ASSOCIATION"

"ADJACENT LOT/TRACT OWNER(S)"  
(Entity)

By:  
Print Name: \_\_\_\_\_  
As Its: President  
Date: \_\_\_\_\_

By: \_  
Print Name: \_\_\_\_\_  
As Its:  
Date: \_\_\_\_\_

CORPORATE SEAL