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IRRIGATION AGREEMENT

THIS IRRIGATION AGREEMENT ("Agreement") is made and entered into this 7th day of October, 1986, by and between WHISPER WALK ASSOCIATION, INC., a Florida corporation not for profit ("Corporation"), and WHISPER WALK SECTION A ASSOCIATION, INC., a Florida corporation not for profit ("Association").

W I T N E S S E T H:

WHEREAS, Oriole Homes Corp. is developing a residential community known as "Whisper Walk" in Palm Beach County, Florida, in accordance with the plan of development described in the Declaration of Protective Covenants and Restrictions for Whisper Walk recorded in Official Records Book 3943, Page 20 of the Public Records of Palm Beach County, Florida ("Covenants Declaration"); and

WHEREAS, the Corporation was created for the purposes of operating and maintaining certain of the amenities and governing the community functions and events within the Whisper Walk planned community; and

WHEREAS, pursuant to the Covenants Declaration, the Corporation is the entity responsible for the administration, maintenance and operation of the "Corporation Property" (as defined in the Covenants Declaration); and

WHEREAS, the Association is an "Association Member" of the Corporation and is responsible for the administration, maintenance and operation of Section A of Whisper Walk; and

WHEREAS, Section A of Whisper Walk contains grassed areas, drives and parking areas as well as the Section A Recreation Area (collectively, "Section Property") which are operated and contemplated to be owned by the Association; and

WHEREAS, in connection with the development of Whisper Walk, Oriole has installed a sprinkler system along portions of the Corporation Property and along portions of the Section Property for the use and benefit of the "Dwelling Unit Owners" (as defined in the Covenants Declaration), such sprinkler system being hereinafter referred to as the "Sprinkler System"; and

WHEREAS, the Sprinkler System contains numerous lines and sprinkler heads that run through the ground on both the Corporation Property and Section Property along with three (3) pumps ("Pumps") that provide water for the Sprinkler System, which Pumps are located on the Section Property adjacent to the Lakes in Whisper Walk, which Lakes are owned and maintained by the Corporation; and

WHEREAS, it has been determined that approximately seventy-eight percent (78%) of the lines and sprinkler heads that run through the ground, service the Section Property and approximately twenty-two percent (22%) of the lines and sprinkler heads that run through the ground, service the Corporation Property; and

WHEREAS, the Corporation and Association desire to enter into this Agreement to set forth, among other things, the agreement between the parties to provide for the maintenance of the Sprinkler System and to allocate the costs associated with the maintenance of the Sprinkler System; and

WHEREAS, the Association has been formed as the entity responsible for the operation and management of the condominiums within Section A of Whisper Walk and to maintain the Section Property and the Association is entering into this Agreement for the benefit

THIS INSTRUMENT WAS PREPARED BY:

RODGER, BARNETT, ROBERT M. SCHUSTER & RUSSELL, P.A.
Post Office Box 1110
FORT LAUDERDALE, FLORIDA 33302

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and on behalf of its members, the Dwelling Unit Owners in Section A of Whisper Walk;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter made and the keeping by the parties of their respective obligations hereunder, it is hereby agreed by the parties as follows:

1. The recitations set forth above are true and correct and are hereby made a part of this Agreement.

2. The Association will be responsible for maintaining the Pumps. The costs for maintaining the Pumps ("Pump Costs") shall be allocated between the Corporation and the Association based upon the percentage of lines and sprinkler heads that run through the ground which service the Corporation Property and Section Property, respectively (i.e. 22% to the Corporation and 78% to the Association) ("Percentage Allocation").

3. The Association shall be responsible for maintaining that part of the Sprinkler System which is located on the Section Property and the Corporation shall be responsible for maintaining that part of the Sprinkler System which is located on the Corporation Property. If either the Corporation or Association fails to maintain the Sprinkler System or Pumps in the case of the Association) on their respective property ("Defaulting Party"), the other party ("Injured Party") is hereby granted the right to go on to the Defaulting Party's property in order to maintain the Sprinkler System or Pumps, but only if the failure to maintain the Sprinkler System or Pumps on the Defaulting Party's property has caused the Sprinkler System to not adequately serve the Injured Party's property.

4. Pursuant to Paragraph 3 above, an easement for ingress and egress and access to, over and across the Defaulting Party's property is hereby created in favor of the Injured Party, its designees and appropriate service corporations, for the maintenance and repair of the Sprinkler System or Pumps.

5. The costs of maintaining and repairing the Sprinkler System ("Sprinkler System Costs") shall be allocated based on the Percentage Allocation in Paragraph 2 above. The work to be performed on the Sprinkler System shall be paid for on an hourly labor cost basis, at the then "market" rate, along with any charges for parts and equipment that are furnished. The Pump Costs and Sprinkler System Costs will be paid by the Association. The Corporation agrees to reimburse the Association on a quarterly basis for the Corporation's share (i.e., Percentage Allocation) of the Pump Costs and Sprinkler System Costs. Notwithstanding anything stated above, if the Corporation's share of the Pump Costs and Sprinkler System Costs exceeds One Thousand Dollars (\$1,000) then the Corporation shall reimburse the Association immediately upon receipt of notice from the Association, which notice shall be provided to the Corporation within five (5) days from the date the Association receives a bill for the repairs, rather than on a quarterly basis.

6. In the event of a dispute arising out of this Agreement, the prevailing party in any action to enforce the obligations of this Agreement shall be entitled to collect expenses and reasonable attorneys' fees to and through all trial and appellate levels and postjudgment proceedings.

7. The execution of this Agreement by the Association has been authorized by the Board of Directors of the Association and the execution of this Agreement by the Corporation has been authorized by the Board of Directors of the Corporation.

8. It is covenanted and agreed that no waiver of a breach of any of the covenants of this Agreement shall be considered to be a waiver of any succeeding breach of the same covenants.

9. The laws of the State of Florida shall govern the validity,

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enforceability, construction and interpretation of this Agreement.

10. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than to which it is invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

11. The Corporation and Association agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all such further instruments as shall reasonably be requested of it in order to carry out the intent of this Agreement and give effect thereto. The parties hereto acknowledge that it is to their mutual benefit to effectuate an orderly and efficient agreement as contemplated hereby. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

12. Any amendment to or modification of this Agreement must be in writing and signed by both parties. Any suggested modifications to this Agreement shall be in writing and provided to both parties not less than sixty (60) days before the effective date of such modification.

13. This Agreement shall be effective for a period of two (2) years from the day and year first above written and any extension or renewal thereof shall be in writing and signed by both parties.

14. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

WITNESSES:

Constance Abbott
Marie Jean Jansette

Heather Zingmond
Marie Jean Jansette

CORPORATION:

WHISPER WALK ASSOCIATION, INC.

By: Merle D'Addario (SEAL)
Merle D'Addario, President

Attest: Patricia C Pfund
Patricia Pfund, Secretary

ASSOCIATION:

WHISPER WALK SECTION A
ASSOCIATION, INC.

By: Seymour E. Levine (SEAL)
Seymour E. Levine, President

Attest: Roslyn Keller
Roslyn Keller, Secretary

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STATE OF FLORIDA)
) SS:
COUNTY OF Broward)

Before me personally appeared Merle D'Addario and Patricia Pfund to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of WHISPER WALK ASSOCIATION, INC., and severally acknowledged to and before me that they executed such instrument as President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 7 day of October, 1986.

Notary Public

My commission expires:

Notary Public, State of Florida
My Commission Expires Dec. 9, 1986
Bonded thru Fidelity Insurance, Inc.

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

Before me personally appeared SEYMOUR L. LEVINE, PRESIDENT and ROSLYN KELLER, SECY, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of WHISPER WALK SECTION A ASSOCIATION, INC., and severally acknowledged to and before me that they executed such instrument as President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 1 day of October, 1986.

Notary Public

My commission expires:

Notary Public, State of Florida
My Commission Expires Dec. 9, 1986
Bonded thru Fidelity Insurance, Inc.

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