This instrument prepared by and after recording should be returned to:

G.L. Homes of Florida 1401 University Drive, Suite 200 Coral Springs, Florida 33071 Attn: Steven M. Helfman, Esq. Sep-26-2001 07:38am 01-417186 ORB 12934 Pg 1475 「開明の機能ののではないのでは、100mである。

(Space Reserved for Clerk of Court)

AGREEMENT

THIS AGREEMENT (this "Agreement") dated as of the day of work, 2001, is made by and between G.L. HOMES OF BOCA RATON ASSOCIATES IV, LTD., a Florida limited partnership ("G.L. Homes"), and SATURNIA ISLES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit ("Association").

WITNESSETH:

WHEREAS, G.L. Homes is developing a community known as "Saturnia Isles" (the "Community") in Palm Beach County, Florida; and

WHEREAS, the Association has been formed to operate and maintain the common areas and facilities of the Community; and

WHEREAS, in order to maintain the appearance of the Community, G.L. Homes desired to install landscaping on and within the medians lying with the rights-of-way for State Road 7 adjacent to the Community (the "Median Landscaping"), and in that regard, G.L. Homes entered into that certain Palm Beach County Right-of-Way Landscape Maintenance, Removal and Indemnification Agreement with Palm Beach County, Florida (the "County") dated April 24, 2001 and recorded August 6, 2001 in Official Records Book 12794, at Page 658 of the Public Records of Palm Beach County, Florida (the "Median Landscaping Agreement"):

WHEREAS, the Median Landscaping Agreement provides for, among other things, G.L. Homes to maintain the Median Landscaping and to indemnify and hold harmless the County in connection with the Median Landscaping, including, without limitation, the installation, maintenance and required removal thereof;

WHEREAS, the Association, having the responsibility for operating and maintaining the Community, desires to and has agreed to assume all of G.L. Homes' duties, obligations and liabilities under the Median Landscaping Agreement, and the Association and the Community would be greatly benefited by the Association's assumption of all of the duties and obligations under this Agreement.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The Association, recognizing the benefit derived by each of its members, now and in the future, by being able to maintain the Median Landscaping, hereby agrees to undertake and perform all of the duties and obligations of G.L. Homes under and pursuant to the Median Landscaping Agreement.

fees, and other costs and expenses of any kind or nature (including all reasonable attorneys fees and court costs at all trial and appellate levels) which may be payable by G.L. Homes in connection with or arising out of the Median Landscaping Agreement and/or as a result of the Association's failure to perform all of the duties and obligations under and pursuant to the Median Landscaping Agreement.

- This Agreement shall be construed under and interpreted according to the laws of the State of Florida and the venue with respect to any litigation arising hereunder shall be Palm Beach County, Florida.
- This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- This Agreement may be amended, altered or modified only by a written agreement between G.L. Homes and the Association.
- Any notice or other communication required or permitted to be given under this Agreement shall be in writing addressed as follows and shall be deemed given or delivered when personally delivered or three days after mailing by deposit (whether or not received) with the United States Postal Service, postage prepaid, by certified or registered mail, return receipt requested, or one day after acceptance for delivery by Federal Express or any other nationally recognized overnight delivery service.

If to G.L. Homes:

c/o G.L. Homes of Florida

1401 University Drive Coral Springs, FL 33071

If to Association:

Saturnia Isles Homeowners Association, Inc.

1401 University Drive Coral Springs, FL 33071

Either party may change the address for delivery of notices by giving notice to the other in the manner set forth in this paragraph.

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

WITNESSES:

G.L. HOMES OF BOCA RATON ASSOCIATES

IV, LTD., a Florida limited partnership

G.L. Homes of Boca Raton IV Corporation. a Florida corporation, its sole general

partner

Name: Richard A. Costello, Vice President

[CORPORATE SEAL]

rint Name:

Print Name: CHERIF DINICHERS Sonya Crmanshi Print Name: Sonya Cramanski	SATURNIA ISLES HOMEOWNERS ASSOCIATION, INC. a Florida corporation not- for-profit By:
trained in the partition of the partitio	The, an officer daily authorized in the State dicressial action, the large ing inchannent has acknowledged to e.g. from so of boca reason in Corporation, a second possible in this by calc corporation, and the percentage in the percentage in the percentage.
STATE OF FLORIDA)) ss: COUNTY OF PALM BEACH)	
and in the County aforesaid to take acknowledgen before me by Tambra Wolfe, the President of SATUI a Florida corporation not-for-profit, freely and volu corporation, and that the seal affixed thereto is the	RNIA ISLES HOMEOWNERS ASSOCIATION, INC., ntarily under authority fully vested in her by said e true corporate seal of said corporation. She is as identification.
WITNESS my hand and official seal in the 2001.	Notary Public, State of Florida My Commission Expires: KATHLEEN BAILEY MY COMMISSION # CC 696242 EXPIRES: November 16, 2001
	Bonded Thru Notary Public Underwriters

STATE OF FLORIDA) ss:
COUNTY OF PALM BEACH)
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by Richard A. Costello, the Vice President of G.L. Homes of Boca Raton IV Corporation, a Florida corporation, the general partner of G.L. HOMES OF BOCA RANTON ASSOCIATES IV, LTD., a Florida limited partnership, freely and voluntarily under authority fully vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me or has produced as identification. WITNESS my hand and official seal in the County and State last aforesaid this Athaday of Notary Public, State of Florida
SHEILA H. MOSTOWICZ MY COMMISSION # CC 737715 EXPIRES: July 29, 2002
Bonded Thru Notary Public Underwriters

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